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Current Topics.

Alleged Partiality of Juror.

IN THE administration of justice we have travelled a long way from the principle originally entertained and acted upon that the jurors summoned to decide between litigants were mere witnesses, and were entitled, if they so chose, to return a verdict upon their own knowledge, even though that might be against the testimony given by independent witnesses. Now, every precaution is taken to secure first, that the members of the jury are wholly disinterested and unconcerned with the subject-matter of the litigation or its result, and secondly, that their verdict is arrived at exclusively on the evidence as given in their presence. Cases involving an infraction of one or other of these principles have come before the courts time and again, although in these days jurors for the most part clearly recognise the part they are required to play in the administration of what the Book of Common Prayer rightly calls "indifferent justice," although since that work was compiled the popular meaning of the word "indifferent" has, like many another, been debased; and usually jurors scrupulously carry out the duty entrusted to them, namely, to give their verdict upon what they at least consider the preponderant force of the evidence. If, however, the court in any particular instance is satisfied that from any cause the juror has failed to discharge his duty by holding himself aloof from communication with either of the parties, or in other ways, it will not hesitate to intervene and set aside the verdict. Mere friendship with one of the parties will not disqualify a juror—*Onions* v. *Naish*, 7 Price 203, although the facts in that case seemed to point to something more than mere intimacy with the successful litigant. The question has recently come before the Supreme Court of Nova Scotia in *Clarke* v. *Canadian National Railway Co.* (1931), 2 Maritime Provinces Reports 508. There the defendants moved to set aside the verdict of the jury on the ground that one of the jurors had an interest in the result of the trial and had carried on conversations with the plaintiff respecting the trial. It appeared that the plaintiff was indebted to the juror in question in a considerable sum of money and that before the trial of the action—a claim for damages for personal injuries—conversations took place between the juror and the plaintiff. In those circumstances, which were only discovered by the defendants after the trial, the court held that the verdict for the plaintiff could not be allowed to stand. As one of the judges put it: "The attainment of substantial justice is the ruling principle of the law, and can it with reason be said that substantial justice was likely to be done under the circumstances of this case? The probabilities, I think, are otherwise. It seems to me from the proved facts that there is a presumption that justice was not likely done and that damages were assessed by a tribunal tainted with prejudice and bias and interest." The fact that the juror in question might have no intention of doing anything wrong availed nothing; the fact that he was in such a relationship to the plaintiff and had held communication with him in relation to the trial before it came on prevented him giving that disinterested consideration of the case that is expected from all who enter the jury box, and that is essential to the administration of justice.

Deduction of Tax from Rent.

A CONTROVERSY has recently arisen as to the rights of tenants to deduct Schedule A income tax from rent, and much ill-informed opinion has been expressed on the subject. A timely reminder may be of assistance to tenants and ensure that property owners bear their tax liability at the time intended by the Legislature. In most cases, of course, the tenant acts as collector of Schedule A, or property tax, for normally assessments are made upon him and the tax charged is recovered from him. The Income Tax Acts, however, give the tenant power to deduct the tax so paid from his rent. The landlord is bound to allow the deduction on production of the income tax receipt and incurs a penalty of £50 if he refuses to do so. It has to be remembered, however, that a tenant is not permitted to deduct tax from rent until he has actually paid the tax himself: *Barnes* v. *Kyffin*; and must make the deduction from the *next* payment of rent, or he loses the right of deduction altogether. It should be remembered, too, that a tenant becomes liable, under r. 3 of No. VII of Schedule A, for any Schedule A tax leviable on a previous tenant, but not for tax which was leviable upon the owner if he was the previous occupier. The amount of tax which may be deducted on payment of rent is restricted to tax on an amount equal to the rent actually paid. If no rent is paid in respect of the year, the tax must be borne by the tenant: *Rossdale* v. *Fryer*. If the rent is more than the assessment, however, only the tax actually paid may be deducted. Where the net Schedule A annual value exceeds the rent, the difference is regarded for tax purposes as the income of the tenant in respect of his beneficial occupation and he must personally bear the tax on the excess. In the case of ground rent, the person paying this is entitled in turn to deduct tax on the amount, and it is interesting to note that in this case the production of the income tax receipt is not a condition of the allowance of the deduction. The fact that Schedule A tax must be deducted from the payment of rent next after the payment of the tax indicates that, unless the tax is paid before 1st January, it cannot be taken off the Christmas rent if that is paid promptly and must be borne by the occupier until he pays the rent due on 25th March.

Sunday Payment of Wages.

In a recent case at Whitechapel County Court, in which a master-tailor was sued by a cutter for work done, the latter mentioned that his pay-day for wages was Sunday. On this Judge Cluer is reported to have observed: "Sunday! That is not a day for payment. The men could get their wages twice over. That is our law." This appears to have been *dictum*, unnecessary for the decision of the case, but it may leave some puzzle as to what exactly was in his Honour's mind on the matter. It has, of course, been held that, at common law, Sunday is not a "*dies non*," in *Child* v. *Edwards* [1909] 2 K.B. 753, in which case, Ridley, J., decided that rent expressed to be payable on Sunday was lawfully so payable. Such vetoes on Sunday transactions as there may be, then, are statutory, and, in respect of work, extend only to acts done in anyone's ordinary calling (with certain exceptions) and those of a judicial nature. Thus, there appears to be no warrant for any general proposition that payment of a debt on a Sunday is not good payment, though, of course, if paid by cheque, the creditor must wait for his cash until the bank opens on the Monday, unless he can find someone to honour it. There was no suggestion in the Whitechapel case of a contract to work exclusively on Sunday at the plaintiff's usual business; possibly such a contract between master and servant would be void, but in such case the servant could not recover wages at all, whether he had been paid on Sunday or left unpaid. The drawing of a bill of exchange on Sunday is a valid act. *Begbie* v. *Levi* (1830), 1 Cr. & J. 180, and so too is a contract of hiring, *R.* v. *Whitnash* (1827), 7 B. & C. 596. It may be added that there would certainly be no tendency amongst modern judges to widen the scope of the Sunday Observance Acts.

Justifiable Violence.

After a judge had expressed surprise that a man who found his wife and another man at night in incriminating circumstances did not "deal with the other man as rigorously as possible" instead of weeping, a certain newspaper printed a discussion by a barrister as to when the law allows violence. In it he laid down that "you are not allowed to shoot a man who is breaking into your house." If it is possible to subdue a burglar without violence, that no doubt is the desirable course. Nevertheless, considerable mischief is likely to be done if householders are in effect told by experts that they must deal gently with violent robbers. Indeed, the above advice is flatly contradicted in Archbold's "Pleadings," 28th ed., p. 905: "If any person attempts burglariously to break into a dwelling-house in the night-time and is killed in the attempt, the slayer is entitled to acquittal, for the homicide is justifiable and the slaying without felony . . . the same rule applies where a man is killed in attempting to break open a house in the daytime, with intent to rob." For a further discussion of the matter reference may be made to a previous note, 70 Sol. J. 826, in which the authorities are cited. The judge's suggestion as to the husband incontinently attacking an entirely defenceless man may respectfully be deprecated. The "unwritten law" rules that any husband is entitled at any time to constitute himself judge, jury and executioner if he suspects another man, and its proper place is the other side of the Atlantic. If an English husband is strong enough to thrash a co-respondent in fair fight, and does so, he has little to fear when the latter invokes the law, but the notion that a husband is expected to fall on and injure a sleeping or newly awakened man, though encouraged by the verdict in a murder trial a few years ago, cannot be commended. The logical sequel of this kind of violence is the Corsican or Kentucky vendetta. Even the reduction of a charge of murder to manslaughter in the case of an injured husband who slays his wife's lover is only made when he discovers the pair in *flagrante delicto*, and not after the event.

"The Lowest Form of Literature."

In the recently published "Life of Lord Cave," it is recorded that on one occasion the Lord Chancellor, when he was the guest of the Society of Authors, poked fun at the law of novelists and confessed himself a writer of law books which he described as "the lowest form of literature known." Statements made in the course of an after-dinner speech are, of course, not to be taken *au pied de la lettre*, but we suppose that there is this much substratum of truth in the Lord Chancellor's *dictum* that most of us read law books not, in Fitzgerald's phrase, "for human delight," but solely for professional edification, although, naturally, we all prefer to absorb our legal pabulum when the work in which it is contained is agreeably written; that is, with some regard for style, and, if possible, with the importation into it of an occasional gleam of humour. Even the driest of dry statements may at times be lit up and made memorable by some quaint or humorous allusion or quotation. Turning over the grave pages of Scrutton "On Charter-parties and Bills of Lading," —a work of supreme merit in shipping law, the reader, coming to the proposition that "where freight is payable on goods according to their weight or measurement and . . . the same goods are larger . . . at the port of destination than when loaded, freight will be payable . . . on the amount shipped, and not on the amount delivered," is interested and amused by the footnote with an extract from Malynes' "Lex Mercatoria" (1686), p. 100, to the effect that "if a woman be carried over and delivered of a child on the voyage, yet there is nothing to be paid for the passage of the child." This quaint quotation is at once an apposite illustration of the principle stated in the text, and a human touch which helps the reader to remember it. The dry bones of a legal proposition can thus be made to live. Unfortunately, many text-book writers appear to make no effort to effect this vivifying process. It would be to their advantage to do so, inasmuch as they would win to themselves many more appreciative readers.

Town Planning in Built-up Areas.

The Town Planning Act, 1925, is applicable in respect of any land which is in course of development or appears likely to be used for building purposes. Unhealthy areas in existing towns may also be dealt with in accordance with the provisions of the Housing Acts, 1925 and 1930. It may be observed, however, that neither Housing nor Town Planning Acts apply to areas already covered with buildings where such buildings are not in an insanitary or unhealthy state. Consequently, owners of property are left free, and may pull down rows of dwelling-houses and erect factories—unless, perhaps, a council can wait to pounce until a site is cleared, and then make an order with respect to it that it is "likely to be used for building purposes" within the section quoted above. It seems fairly clear, however, that the Act is not intended to be applied in such a case, and that a judge would so hold. The Town Planning Committee of the London County Council is concerned with one or two recent cases in which owners have taken such a course, pulling down dwelling-houses and erecting factories in good residential areas, and thereby adversely affecting them. The disadvantages of such a course in a time when there is a shortage of dwelling-houses is obvious, and any vastly increased demand for factories following tariffs might quickly make the matter an urgent one. It may be desirable, therefore, to extend the Town Planning Act to developed areas, the landowner being compensated so far as his interests may be injuriously affected. In the normal case, such a power would presumably only be exercised to preserve the amenities of residential districts where no building scheme existed for the purpose, and, where a neighbourhood had changed, some sort of equivalent to s. 84 of the Law of Property Act, 1925, might be made applicable for the abandonment of a scheme no longer desirable.

Criminal Law and Practice.

CRIMES OF VIOLENCE BY YOUNG OFFENDERS.—When counsel pleaded before the Recorder of London for two young men, guilty of assault while armed with an offensive weapon, and of breaking out of a house after entering it with intent to steal, Sir Ernest Wilde, K.C., retorted: "It is no good telling me they are nineteen and twenty. It is young men who are doing these 'hold-ups' which I am determined to stamp out. To say that they are nineteen or twenty does not appeal to me in the least. What am I to do with them—treat them as children? Young men commit most of these outrages, and a greater outrage than this it is impossible to conceive."

He sentenced one to Borstal treatment for three years, and the other, who, he said, was probably the instigator of the affair, to nine months' imprisonment with eighteen strokes of the birch.

On the same day, a magistrate in a London juvenile court, warned a big lad of fifteen, charged with bag snatching, of the seriousness of his offence. "This kind of thing," he said, "is not far removed from robbery with violence. If that is the next step, you will be almost certainly sent away for some time, and probably sentenced in addition to bodily chastisement, so that, having inflicted violence on someone else, you shall feel it in your own body, and most properly, too."

POOR PERSON'S DEFENCE: MAGISTERIAL TRIBUTE.—It is a little unusual for a bench to dismiss a charge of homicide on the evidence at the police court. Mr. Claud Mullins took this course, no doubt on sufficient grounds, at the North London Police Court on the 25th November, in the case of a woman charged with the murder of her new-born child.

He took occasion to say a word of praise for the new Poor Prisoners' Defence Act. "If it had not been for that Act the woman would not have been defended in that court and might well have gone forward on a charge of murder because the full facts might not have been brought out."

As it was, the magistrate was satisfied no jury would convict and spared the unhappy prisoner the agony of a trial.

SUSPECTED PERSONS.—A suspected person is a person suspected by the police when loitering. What they suspect him of is intent to commit felony. Since the unsound decision in *Hartley* v. *Ellnor* [1917] 86 L.J. K.B. 938, the suspicion can be suspicion conceived there and then, without any relation to previous knowledge of the accused, and without any evidence of previous bad character. An archbishop in a meandering mood might get himself arrested, or a member of Parliament loafing about his constituency to observe its night life.

The power of arrest is at times abused. Thus, during the war metropolitan police arrested some men for loitering with intent to commit felony when what they wanted was for them to be locked up while an investigation into an offence against "Dora" was being made. That attempt failed, as others similar to it have done.

But the extreme views enunciated in the case cited above have encouraged slackness in the shape of jumping in too soon, and also arbitrary action, which latter does not always receive such sharp check as that administered by the magistrate at the West London Police Court on the 25th November. There an engineer, who went to a block of flats to look for a woman friend, twice entered the block and also loitered around the streets. He said he believed she lived there, and hung about expecting her to return. That seems to have been the whole of the evidence.

The magistrate accepted the story of the accused and dismissed the charge with costs against the police. It was, he said, in his opinion "very high-handed action" on their part.

'Ware the Road.

GENERALLY speaking, a high standard of driving obtains in this country, and since the advent of the Road Traffic Act driving has become increasingly careful.

There are still, nevertheless, cases of dangerous and careless driving, and there is a heavy list annually of road accidents.

Some of these, no doubt, are due to pure imbecility on the part of people who are worthy only to be members of a suicide club, but there are also people on the road who are capable of learning and in need to learn.

It may be useful to examine some of the sources of danger and to ascertain the remedy.

An object of severe criticism is the Great West Road out of London, and the authorities are understood to be considering even now the case of that much-abused thoroughfare.

A student of the road regarding it at morning and evening would find less matter for criticism than if he looked at it in the hours of night or in the middle part of the day.

The traffic at the beginning and end of the day is largely composed of serious and practical drivers going to and from work. In the middle of the day (and on Sundays for the matter of that) pleasure seekers join the throng, some of whom are by temperament and experience less careful.

In the night some people are abroad who are tired or excited, and there is no doubt that there are points of difficulty at night time due to the position of the lighting.

There are places where the road turns, and distant lights, which may be at the side or in the middle of the road, come into view as if in the middle of the way and tend to obscure intermediate lights on a refuge, which thus becomes an uncharted and unlighted rock.

Otherwise the danger of this road is mainly concerned with two faults of driving—the neglect of drivers to keep always over to the left except when actually passing and the practice of passing a car, while that car is also passing something inside it. Time is important to many, but the few seconds gained by refusing to wait to pass until the car in front has itself completed a passing movement and drawn again to the left, leads to an unholy scramble of three and four lines of traffic in the same direction.

If the same state of affairs prevails simultaneously with the opposing traffic, there are eight lines, four each way, and the two most nearly opposed to one another are going at the highest rate of speed.

It should not be difficult for motor patrols to stop cases of this kind and summon the offenders.

It is not enough to charge only drivers who have been concerned in a collision. It is even more important to stop and to investigate cases which seem likely to cause accidents before the accidents happen.

Correct driving is a better guardian of public safety than an increased number of refuges, white lines or obstacles placed in line down and along the middle of the road.

Certain specific forms of bad driving are made punishable offences by the Road Traffic Act, but in addition to the Act there is a valuable code of good manners and good sense, which is not as well known as it should be and some of the provisions of which it is proposed now to indicate briefly.

The Highway Code contains much more than can be dealt with here and only a few of its points can be discussed, but the booklet itself can be bought by anyone from H.M. Stationery Office for a modest outlay of twopence.

The Code aims to ensure safety by instructing and educating road users as to their duties and obligations to one another and to the community. Breaches of the Code are not themselves offences, though many such breaches might perhaps with advantage have been made to carry penal consequences. It is, however, laid down that in any proceedings at law

failure to observe provisions of the Code may be relied upon as tending to establish or negative any liability, civil or criminal.

Special advice is tendered to "All users of the Highway," to drivers of motor vehicles, to motor and pedal cyclists and to pedestrians, to people in charge of animals and to drivers of horse vehicles.

There is an appendix on signals. The few topics selected for notice in this article are chosen as being those on which the public to-day shows a greater degree of ignorance.

In the paragraph on overtaking, addressed to motor drivers, occurs this message: "*After overtaking go back to the left side of the road.*" This is here noted because of a pretty general failure to observe it by many drivers upon the Great West Road and elsewhere.

Two pages later comes this admonition: "*If you are the driver of a slow-moving vehicle keep well to the left of the road.*"

From the paragraph on "Lights," the following is taken: "*Headlights may also with advantage be switched off or dipped when following another vehicle which you do not intend to pass.*"

"*Avoid leaving your vehicle at night facing the wrong way unless the road is sufficiently well lighted to prevent other users of the road being misled.*"

With the ending for 1931 of Summer Time, the importance of the foregoing cannot be exaggerated.

There is a paragraph on the use of the horn, and drivers would do well to remember that a fruitful source of accident is the practice of bad drivers to assume that having sounded a horn they are immediately and *ipso facto* free to go on round a corner or into a main road without more ado.

Motor cyclists are reminded in the Code of the danger of threading their way between other vehicles, and pedal cyclists are warned against attempting to gain forward positions in traffic blocks by cycling along narrow spaces between stationary vehicles.

Riding abreast by cyclists is dealt with thus: "*Do not ride more than two abreast. Make the passage of other traffic wishing to overtake you easier by getting into single file except on very broad roads.*"

The psychology of the cyclist is not easy to understand. He might appear to insist upon a class war between the cycle and the car. He appears often ready to demonstrate to the point of martyrdom his defiance of his big cousin. For one case of cyclists adopting single file for the convenience, safety and good order of the road, ninety-nine times over do they ride in phalanxes, coveys and droves, three and four abreast, to the confusion of overtaking drivers and their own certain death.

They ignore the fact that two cyclists abreast take up room and that two independent bodies proceeding in parallel lines in the same direction are more difficult to pass than one body of the same width, not only because of the room taken up, but because the very "twoness" of them makes them follow a more eccentric course than one vehicle would, influenced and directed by one mind only.

One might even suppose cyclists to be consumed by a jealous rage that makes them willing to be killed rather than carry an adequate and effective warning in their hinder parts to persons overtaking them in the dark. "If you kill me, it's manslaughter" may be a true slogan, but it brings poor comfort to the cyclist's widow.

If all pedal cyclists and pedestrians would consent to believe that the motoring public is not driving about the roads solely in order to insult them, a beginning would be made in the removal of much misunderstanding.

One word may be said in conclusion as to a traffic signal which is misused with incredible frequency. No driver should extend his right hand in the turn-to-the-right signal when his intention is to turn to the left. It is nevertheless done every day and many times in the day.

Ratification of Agent's Acceptance after Withdrawal of Offer.

THE decision of MAUGHAM, J., in *Watson* v. *Davies* [1931] 1 Ch. D. 455, is of importance in relation to the ratification of contracts.

Ratification is the adoption by one person of acts done by another on his behalf, but without his authority. The general rules for effective ratification are enunciated in "Anson's Law of Contract," 16th ed., p. 408, as follows: "The agent must contract as agent, for a principal who is in contemplation and who must also be in existence at the time, for such things as the principal can and lawfully may do." TINDAL, C.J., in *Wilson* v. *Tumman* (1843), 6 M. & G., p. 242, expressed himself in these words: "That an act done for another by a person not assuming to act for himself but for such other person, though without any precedent authority whatever, becomes the act of the principal if subsequently ratified by him, is the known and well-established rule of law. In that case the principal is bound by the act, whether it be for his detriment or his advantage, and whether it be founded on a tort or a contract, to the same extent as by, and with all the consequences which follow from, the same act done by his previous authority." Ratification is retrospective, the maxim applicable being "*Omnis ratihabitio retrotrahitur et priori mandato æquiparatur.*"

The facts in *Watson* v. *Davies* were as follows: The plaintiff was chairman of the board of management of a charity. The defendant wrote to the board saying that he would sell certain property for £6,500. At a full meeting of the board instructions were given to arrange for an inspection of the property. A deputation viewed the property and had an interview with the defendant. The price was again mentioned, and the defendant was told that all the members of the board present had resolved to buy the property, and that they could carry the necessary resolution, and they purported to accept the defendant's offer subject to a formal meeting. The secretary of the charity stated that the deputation was not a quorum and could not act as a properly constituted board. On the next day, the defendant wrote to the secretary of the board promising that the deeds of the property should be left to be inspected by the solicitor of the charity, and that his own solicitor would forward a form of contract; and the secretary thereupon sent out a notice to members of the board of a special meeting two days later "to receive the report and recommendation of the deputation." On the day of the meeting the defendant telegraphed to the secretary cancelling all negotiations. The meeting passed resolutions to ratify the deputation's acceptance of the defendant's offer, and to instruct the solicitor to the charity to require the defendant to complete. The plaintiff brought an action on behalf of himself and all other members of the board for specific performance of an agreement to sell the property for £6,500.

MAUGHAM, J., held, (1) that on the facts the members of the deputation did not warrant their authority to bind the board, and that their acceptance of the defendant's offer was subject to ratification by the board; and (2) that where an offer is accepted by an agent subject to ratification by the principal there is no contract or contractual relation until ratification, and at any time before ratification the offer may be withdrawn. He said, at p. 468: "In a case where the agent for one party to a negotiation informs the other party that he cannot enter into a contract binding his principal except subject to his approval, there is in truth no contract or contractual relation until the approval has been obtained. The agent has incurred no responsibility."

It only requires an elementary knowledge of the principles of the law of contract to appreciate this decision. A contract is not complete and binding unless there is mutuality between

the parties. An acceptance, therefore, must be unconditional, and, until such acceptance, the offeror may retract his offer. That was the position in *Watson* v. *Davies*.

It was argued, however, on behalf of the plaintiff, that the decision in *Bolton Partners* v. *Lambert* [1899] 41 Ch. D. 295, applied. In that case an offer of purchase was made by the defendant to S, who was the agent of the plaintiffs, but was not authorised to make any contract for sale. The offer was accepted by S, on behalf of the plaintiffs. The defendant withdrew his offer, and, after the withdrawal, the plaintiffs ratified the acceptance of the offer by S. In an action by the plaintiffs for specific performance of the contract the Court of Appeal (affirming KEKEWICH, J.) held that the ratification by the plaintiffs related back to the acceptance by S, and therefore the withdrawal by the defendant was inoperative, and the plaintiffs were entitled to specific performance.

The two cases are distinguishable in one particular. In *Bolton Partners* v. *Lambert* the agent never mentioned any conditional acceptance. His acceptance was unconditional, and, if he had possessed authority at the time of acceptance. his principal would clearly have been bound. But, in *Watson* v. *Davies*, the acceptance was expressed to be conditional and, even if the agent had possessed authority, there could have been no contract until the conditions were fulfilled. MAUGHAM, J., distinguished the cases in this way: "In *Bolton Partners* v. *Lambert* the decision of the court was, I think, founded on the view that there was a contractual relation of some kind which could be turned into a contract with the company by a ratification . . . An acceptance by an agent subject in express terms to ratification by his principal is legally a nullity until ratification, and is no more binding on the other party than an unaccepted offer which can, of course, be withdrawn before acceptance." In these circumstances, even assuming *Bolton Partners* v. *Lambert* to be good law, it is difficult to see how it can apply to the facts in *Watson* v. *Davies*.

The question now arises whether *Bolton Partners* v. *Lambert* is good law. *In re Tiedemann and Ledermann Frères* [1899] 2 Q.B. 66, was decided by the Divisional Court (CHANNELL and DARLING, JJ.). CHANNELL, J., said: "We are of opinion that TIEDEMANN could validly ratify and adopt the contracts, and, first of all, that he could do so notwithstanding the previous repudiation of those contracts by the buyers. That point seems to be covered by the decision in *Bolton Partners* v. *Lambert*." *Bolton Partners* v. *Lambert* was also followed in *In re Portuguese Consolidated Copper Mines Ltd.*, 45 Ch.D. 29. Doubtless it has been followed in many courts bound by it; but there is, apparently, no case in which it has been followed by courts at liberty to disregard it. Moreover, Lord LINDLEY questioned its authority in *Fleming* v. *Bank of New Zealand* [1900] A.C., at p. 587. Delivering the judgment of the Privy Council, he said: "The decision referred to (*Bolton Partners* v. *Lambert*) presents difficulties; and their Lordships reserve their liberty to re-consider it if on some future occasion it should become necessary to do so." It would seem, then, that *Bolton Partners* v. *Lambert* is open to criticism.

Passages from the judgments of the Court of Appeal in *Bolton Partners* v. *Lambert* will show the basis of the decision. COTTON, L.J., said: "I think that the proper view is that the acceptance by SCRATCHLEY did constitute a contract, subject to its being shown that SCRATCHLEY had authority to bind the company. If that were not shown there would be no contract on the part of the company, but when and as soon as authority was given to SCRATCHLEY to bind the company the authority was thrown back to the time when the act was done by SCRATCHLEY, and prevented the defendant withdrawing his offer, because it was then no longer an offer, but a binding contract." LOPES, L.J., expressed the matter in these words: "If SCRATCHLEY had acted under a precedent authority the withdrawal of the offer by the defendant would have been inoperative, and it is equally inoperative where the plaintiffs have ratified and adopted the contract of the agent. To hold otherwise would be to deprive the doctrine of ratification of its retrospective effect."

It is an elementary principle of the law of contract that an offer may be revoked at any time before acceptance: *Offord* v. *Davies*, 12 C.B. [N.S.] 748, and *Dickinson* v. *Dodds*, 2 Ch.D. 463. At any time before a complete acceptance, one party is as free as the other. An offer is converted into a binding agreement by acceptance, and, until there is a binding agreement, an offer may be withdrawn. The test to be applied in such a case as *Bolton Partners* v. *Lambert* is, when is the principal deemed to have accepted the offer made to the agent? Or, to put the matter another way, when is there a binding contract between the principal and the third party? The obvious answer is upon ratification by the principal; and, if that is so, one would assume that, until ratification, the offer is revocable. It is submitted that the principle that effectual ratification, when made, is retrospective cannot affect the matter, and that its introduction only leads to confusion. The real point to consider is the time when it was sought to revoke the offer. If that time is after ratification, the matter is clear, for it is then an attempt to revoke after the offer has been converted into a binding agreement. If that time is prior to ratification, there is no binding agreement, for the offer has not been converted.

COTTON, L.J., in his judgment in *Bolton Partners* v. *Lambert*, said: ". . . but when and as soon as authority was given to SCRATCHLEY . . . it was then no longer an offer, but a binding contract." SCRATCHLEY had, in fact, no authority until ratification, so that, until ratification, the offer remained merely an offer, and, applying elementary law, was revocable. LOPES, L.J., said: "If SCRATCHLEY had acted under a precedent authority the withdrawal . . . would have been inoperative." That is obvious, because, in those circumstances, the law deems SCRATCHLEY'S acceptance to be the principal's acceptance, and there is a binding contract from the outset. But the doctrine of ratification has sprung up to cure the defect in those cases where the law does not deem the agent's acceptance to be the principal's acceptance. The fact that the doctrine is in existence presupposes that, until ratification, the act of the agent is ineffective to bind the principal to the third party.

It is respectfully submitted that *Bolton Partners* v. *Lambert* cuts across the principle that an offer is revocable at any time before acceptance. It is true that the agent SCRATCHLEY accepted the offer for and on behalf of his principal before withdrawal, but he acted without authority, and his acceptance did not bind his principal. At all events *Bolton Partners* v. *Lambert* is not beyond criticism, and it would be interesting to have a judgment of the House of Lords in a case on all fours with it. It is, however, clear that the decision in *Bolton Partners* v. *Lambert* can have no application to the facts in *Watson* v. *Davies*, for in that case the agent himself made his acceptance conditional upon ratification by the principal.

JURY SERVICE GROWING.

Demand for the services of jurors is, says *The Daily Telegraph*, growing rather than declining.

The latest figures show that in 1930 the total number of jurors summoned by sheriffs was 72,313, as compared with 69,674 in 1929. Of this total 58,737 were men and 13,576 women.

In addition to those summoned by sheriffs, 18,203 jurors—14,117 men and 4,086 women—were summoned by clerks of the peace of boroughs.

There was striking disparity in the number of men summoned by sheriffs as compared with women in different parts of the country. In the City of London, for instance, of 2,040 jurors summoned only forty were women. On the other hand, out of a total of 169 summoned at Worcester, seventy-two were women.

Company Law and Practice.

CVII.

MAJORITY CLAUSES IN DEBENTURES.

THE giving to large classes of persons rights which cannot be varied is fraught with difficulty, for the reason that, though of course an individual, if *sui juris* and competent, can release any rights he possesses, a class can only do so, in the absence of express provision, by the consent of all members of that class. In the case of shares, forming a large class, or debentures or debenture stock, where the position is similar, it would certainly prove difficult, and might well prove impossible, to obtain the consent of every single shareholder, debenture-holder or stockholder, as the case may be. Also, we are all familiar with cases where, unless the rights attached to such a class can be varied, the proper activities of the company may be seriously hampered, or indeed brought to an end. Table A recognises the necessity of being able to vary class rights so far as shares are concerned, but, so far as debenture-holders are concerned, the power to vary must depend upon the terms of the debentures, or the trust deed for securing them.

By now the power of variation contained in trust deeds for securing debentures or debenture stock has become standardised in form, and is now more or less apt to meet most ordinary circumstances which require to be met when variations of this nature come to be considered.

Perhaps the most important of the earlier cases dealing with this question, and one which leads us up to the two more recent decisions to which I wish to refer, is the case of *Mercantile Investment & General Trust Co.* v. *International Co. of Mexico*, which is reported in a footnote in [1893] 1 Ch. 484 *et seq.* For our purpose it is sufficient to say that the trust deed which there secured the debentures contained a power for the majority, by passing a special resolution as there defined to sanction any modification or compromise of the rights of the debenture-holders against the Company or its property. Shortly, what was proposed was that the debenture-holders should be compelled to exchange their debentures for preference shares in another company.

The Court of Appeal held that this contemplated transaction was not a modification or compromise, and the often quoted judgment of Lord LINDLEY contains a concise statement of the law on the point. "The power to modify the rights of the debenture-holders against the company," he says, at p. 489, "does not include a power to relinquish all their rights. A power to compromise their rights presupposes some dispute about them, or difficulties in enforcing them, and does not include a power to exchange their debentures for shares in another company, where there is no such dispute or difficulty. It is a mistake to suppose that a power to compromise a claim for money becomes a power to accept less than 20s. in the pound, if the debt is undisputed and the debtor can pay. A power to compromise does not include a power to make presents."

But the case above referred to, though it is useful for the principles which it expounds in connexion with this class of case, is one of a somewhat limited application, because it is not usual for debenture-holders completely to abandon their rights in the way which was there attempted. One of the most frequent operations of this nature occurs when a company wishes either to obtain a reduction in the rate of interest payable under the debentures or to obtain a postponement of the date of repayment, or, not infrequently, both. When such an operation is contemplated the cases of *Northern Assurance Co. Limited* v. *Farnham United Breweries Limited* [1912] 2 Ch. 125, and of *Re Joseph Stocks & Co. Limited*, reported in a footnote in [1912] 2 Ch., at p. 134 *et seq.*, may be useful to the practitioner. These two cases are somewhat similar; in the latter, which was the prior case in point of time, a resolution was passed giving the consent of debenture stockholders to the conversion of their then existing 4 per cent. stock, redeemable on the 1st October, 1907, into 4½ per cent. irredeemable stock. EVE, J., held (following the views expressed by FRY, L.J., in *The Mercantile Investment & General Trust Co.'s Case, supra*) that the effect of this resolution was a modification of the rights of the stockholders within the meaning of a modification clause in the trust deed.

The *Northern Assurance Case* was one in which a very similar operation was carried out, but an argument was there advanced to the effect that the power to sanction modifications and compromises only arose when there was some crisis or difficulty which made it necessary or expedient to bring the power into play. JOYCE, J., refused to accede to this contention, and imply a condition precedent of such a nature to the exercise of this power. It may be observed that in this case the variation clause was not as wide as it was in *Re Joseph Stocks & Co. Limited, supra*, in that no mention is made of an arrangement; in neither of these cases was it necessary to rely on this word, but it may usefully be remembered that the word "arrangement" is one of wide import, that may sometimes prove useful in cases of variation of rights. Section 61 of the Companies Act, 1929, has no application to the variation of the rights of debenture-holders.

(*To be continued.*)

A Conveyancer's Diary.

Effect of the Statutory Trusts—A "Benevolent Construction."

An interesting case is *Re Davies' Will Trusts; Bevan* v. *Williams* [1931] W.N. 263, throwing some further light upon the effect of the statutory trusts.

A testator died in 1922, having by his will, dated in 1915, directed that his executrix should pay the net income of his freehold farm and lands and share of minerals thereunder equally between herself and W until the testator's youngest or only daughter should attain twenty-one, and thereafter in equal shares between herself for life or until marriage, W for life, "or so long as he shall reside upon and assist in the management of the said farm" and the testator's two daughters and the survivor of them for life. Subject thereto, the testator devised the farm and lands to the children of his daughters as therein mentioned, and he gave to his executrix power, at any time before either of his daughters should attain an absolute vested interest in possession in the farm and lands, to exercise all powers applicable thereto conferred on tenants for life by the S.L.A., 1882 to 1890. W lived with the testator on the farm until the death of the latter, after which he continued to live there and to manage it.

Now, as pointed out by Maugham, J., in that state of facts there can be no doubt that before 1926 the executrix, W and the testator's daughters were tenants in common for life and together constituted the tenant for life under the S.L.A., 1882, and further that the condition attaching to W's life interest that it should last only so long as he should reside upon and assist in the management of the farm tended to prevent him from exercising or to induce him not to exercise the powers of sale or leasing. That being so, the provision in question was void under s. 51 of that Act so far as it prevented W from exercising the statutory powers. W might, therefore, before 1926 have joined with his co-life tenants in selling or leasing the farm without fear of forfeiting his life interest.

Then came the L.P.A., 1925, under the transitional provisions of which the land was thenceforth held upon the statutory trusts.

It does not appear from the report in whom it was said that the land was vested upon the statutory trusts. I take it, however, that it was in the executrix, who was directed to pay the income to the tenants for life, and consequently held it as a trustee immediately before the commencement of the L.P.A., with the result that para. 1 (1) of Pt. IV applied.

It may be noted in passing that that provision applied although the persons equitably interested in undivided shares were life tenants only (*Re Dawson's Settled Estates* [1928] Ch. 421).

Another point of which the reader may be reminded is that in para. 1 (1) of Pt. IV the expression "trustees or personal representatives" includes a sole trustee or personal representative (*Re Myhill; Hull* v. *Myhill* [1928] Ch. 100); whilst in para. 1 (3) "trustees" does not include a sole trustee (*Re Price; Price* v. *Price* [1929] 2 Ch. 400). Although in general the plural includes the singular, an intention to the contrary is to be found in the latter sub-clause, which provides that the entirety of the land shall vest "in the trustees (if any) of the settlement as joint tenants upon the statutory trusts," the contrary intention appearing by the use of the words "as joint tenants."

To return to *Re Davies*—the land being held upon the statutory trusts, what became of the condition attaching to the life interest of W? Manifestly, if the land were sold, W could not fulfil the condition. *Primâ facie*, therefore, W's life interest would be forfeited. He would so be in a worse position than he was before the Act, when he could have joined in a sale under the statutory powers conferred by the S.L.A., 1882, and enjoyed his life interest in a share of the proceeds.

That was the question raised in the summons which asked that it might be determined whether upon a sale of the farm and lands under the statutory trusts or upon the exercise by the executrix of the power of leasing conferred on her by statute or by the will and in particular upon the exercise of any such power in favour of W, W's interest in the income would determine.

So far as the powers conferred upon the executrix were concerned, it is clear that they could not be exercised because the statutory trusts had applied, but there remained the question whether on the exercise of those trusts the interest of W would be forfeited.

In the course of his judgment, Maugham, J., said that the answer to that question turned on whether upon the true construction of s. 35 of the L.P.A., 1925, the powers and provisions of that section included a provision that the exercise of the statutory trusts should not occasion a forfeiture.

That section reads as follows:—

> "For the purposes of this Act land held upon the 'statutory trusts' shall be held upon the trusts and subject to the provisions following, namely, upon trust to sell the same and to stand possessed of the net proceeds of sale, after payment of costs, and of the net rents and profits until sale after payment of rates, taxes, costs of insurance, repairs, and other outgoings upon such trusts, and subject to such powers and provisions, as may be requisite for giving effect to the rights of the persons . . . interested in the land."

The learned judge was able to find in the section a provision to the effect that the exercise of the statutory trusts should not occasion a forfeiture.

It is interesting to notice the reasons which his lordship gave for his decision. He said that he agreed that s. 35 did not "distinctly point" to the conclusion at which he had arrived and continued: "But in my opinion it is right, in the face of complicated legislation such as that, to place a benevolent construction on s. 35 and to avoid the consequence that rights possessed before the coming into force of the Act were to be violently affected as the result of a difference in machinery which the Legislature had thought fit to lay down." The learned judge proceeded to say that in order to give effect to the rights of W as a person interested in the land, it was necessary to hold that a provision was requisite precluding the possibility of W forfeiting his life interest by reason of the exercise of the statutory trusts.

I dare say that the learned judge was right, but it is permissible to observe that a "benevolent" construction has not been apparent in many other cases turning upon the effect of the imposition of the statutory trusts.

For example, no benevolent construction was adopted in *Re Flint* [1927] 1 Ch. 570, where a son was deprived of a right of pre-emption which his father, the testator in that case, intended him to have. Nor was there any noticeable benevolence in the decision in *Re Newman* [1930] 2 Ch. 409. Many other illustrations might, of course be given.

I suppose, however, that the question of benevolence all depends upon the point of view. Every decision will be regarded as benevolent—by somebody.

No doubt the learned judge considered that it was more reasonable to apply a construction which would not have the result of causing a forfeiture to one of the beneficiaries than one which had that effect, and greater benevolence was displayed in so doing, especially as the condition attached to the life interest given to W was, at the time the will was made, void (so far as it prevented the exercise of the statutory powers) as the law then stood. In other cases, such as *Re Kempthorne* [1930] 1 Ch. 268 and *Re Newman, supra*, it was an alteration of what Maugham, J., called the machinery which the law had laid down made after the date of the will which caused the destination of the testator's property to be diverted from those whom he intended to benefit and who would have been entitled if no such change had been made.

At any rate the opinion of the learned judge will be welcomed, although no doubt its application must be limited, and it will be interesting to see to what, if any, extent it is adopted by other judges.

Landlord and Tenant Notebook.

Inclusive Rental.

An occupying tenant may escape liability for rates if the landlord be the person rated or to be rated by the rating authority, and this may be brought about in various ways. A resolution or agreement may have been passed or made under the Rating and Valuation Act, 1925, s. 11; the premises let may be part of a building rated as a whole under s. 23 of the same Act; or the land may be occupied by an advertising contractor so as to make the landlord rateable by virtue of the Advertising Stations (Rating) Act, 1889.

A layman taking a lease of premises described, say, in a house-agent's advertisement as let "at an inclusive rental of——" will expect to be relieved of anxiety on the score of rates, and even if his own name appears on the rate-book will probably not feel very concerned as to how the arrangement is expressed in his lease. The effect may be achieved either by a landlord's covenant to pay and bear the rates, or by a qualification of the reddendum. While in nine cases out of ten the distinction is and will remain purely academic, it is perhaps just worth while for those advising tenants in these cases to have regard to certain principles of the law of landlord and tenant.

Generally speaking, the law frowns upon deductions from rent. In some cases, statutes have expressly authorised deductions, e.g., deduction of income tax, under the Income Tax Act, 1842, s. 60; set-off of compensation under the Agricultural Holdings Act, 1923, s. 37; deduction of an amount representing the benefits of de-rating, when the landlord paid the rates, under the Local Government Act, 1929, s. 73; deduction of rates paid by a tenant holding for less than three months, under the Poor Rate Assessment and Collection Act, 1869, s. 1.

In other cases, the courts have applied the principle of "implied request" when the tenant has discharged a debt owing by the landlord. Most of these cases relate to payment made to avoid distress by a superior landlord, e.g., *Sapsford* v. *Fletcher* (1792), 4 T.R. 511; *Graham* v. *Allsopp* (1848),

3 Exch. 186. But an examination of the authorities shows that the basis of the principle is the necessity to protect peaceful possession; further, the debt discharged has usually been one for which the landlord is primarily liable. Under these circumstances payment of the debt has been deemed to have been authorised, and to count as payment of so much rent; but in the case of rates, it must be remembered that "the poor's rate is not a tax on the land, but a personal charge in respect of the land," as Lord Mansfield said in *Rowls* v. *Gells* (1776), 2 Cowp. 452, and that possession is not jeopardised.

This does not mean that a covenant by a landlord to bear and pay taxes would not be a covenant running with the land, enforceable by the tenant against an assignee of the reversion. In *South of England Dairies Ltd.* v. *Baker* [1906] 2 K.B. 637, it was practically taken for granted that such a covenant touched and concerned the premises demised.

Also, in the event of a landlord being adjudicated bankrupt, the tenant's position is not likely to be less favourable if he relies upon a covenant rather than upon a qualified reddendum. Should the trustee suggest that he ought to pay the full rent and then prove as regards the rates, the answer would be "mutual dealings" entitling the tenant to a set-off. In *Booth* v. *Hutchinson* (1871), 21 W.R. 116, a tenant was allowed to set off a claim for not completing the house against a claim for rent.

But set-off by virtue of mutual dealings under the Bankruptcy Act, 1918, s. 38, is a different thing from set-off in ordinary proceedings, and when the important question of costs is considered, it is worth while taking steps to avoid such expense as was occasioned to tenants in *Supplice* v. *Farnsworth* (1844), 13 L.J. C.P. 15, and *Hart* v. *Rogers* [1916] 1 K.B. 646. In each case an attempt was made to set off against a claim for rent a claim in respect of repairs, and in each case judgment was given for the rent, with costs. It is, of course, true that a claim for failure to repair is an unliquidated claim, and one in respect of rates paid liquidated; but, having regard to the view taken of the nature of rent in those cases in which deduction has been permitted, and to the fact that a set-off is essentially a defence, I submit that it is safer to insert the required provision in the reddendum.

As regards phrasing the provision, there have been a number of cases on the meaning of such expressions as "fresh taxes, charges, rates, etc." (*Watson* v. *Atkins* (1820), 3 B. & Ald. 647), and, in Ireland, as to whether "all rates and taxes" included a sanitary rate (*Barcroft* v. *Williams* (1883), 12 L.R. Ir. 35); but the ground has not been so thoroughly explored as in the case of landlords' obligations as it has in the case of covenants by tenants. The nearest counterpart to the comprehensive covenant in *Lowther* v. *Clifford* [1927] 2 K.B. 130, C.A., is to be found in *Salaman* v. *Holford* [1909] 2 Ch. 602.

Our County Court Letter.

MOTORIST'S LIABILITY FOR INSURANCE PREMIUMS.

In *Hadfield* v. *North and South Insurance Co. Ltd.*, recently heard at Sheffield County Court, the claim was for the return of £8 6s., being the premium paid for the insurance of a motor car. The plaintiff's case was that the above amount was paid for a year's insurance, and the agent had issued one cover note for fourteen days and another a fortnight later. As the policy was not then forwarded, the plaintiff had cancelled the contract, but the defendants contended that they were entitled to £3 1s. for the month's insurance, and that they were only liable to return £5 5s. The plaintiff contended, however, that the above was an unreasonable deduction for one month's cover, especially as no policy was forthcoming. The defence was that the policy had been sent a week after the purported cancellation, and that the arbitration clause excluded the jurisdiction of the court. His Honour Judge Greene, K.C., held that there was no contract upon which to arbitrate, as there had been no policy until after the cancellation. It was also extraordinary to issue two cover notes, especially as the second was worded as if it commenced the period of cover. Judgment was therefore given for the plaintiff, with costs.

ESTOPPEL OF MOTORIST BY INSURANCE COMPANY.

In *Blake* v. *Rowell*, recently heard at Mansfield County Court, the claim was for £14 by way of damages in respect of the negligent driving of a motor omnibus. The plaintiff's case was that (1) While riding a pedal cycle, he had been overtaken by a tram, (2) the defendant, instead of meeting the tram on his near side, had crossed the road and run into the plaintiff, (3) the amount claimed was the sum agreed by the defendant's insurance company, who (after deciding not to contest the case) had repudiated liability by reason of the defendant's non-disclosure (in his proposal form) of previous accidents. His Honour Judge Hildyard, K.C., held that the defendant was not bound by the company's offer, and judgment was given for only £10 and costs.

THE LIABILITIES OF GLIDING CLUBS.

(*Continued from* 75 Sol. J. 600.)

II.

In *Wright* v. *North Cotswold Gliding Club and Smith*, recently heard at Evesham County Court, the claim was for, *inter alia*, the price of an elastic rope, but preliminary points were taken that (*a*) the proceedings were misconceived, as the club was not incorporated and could not be sued in the club name, (*b*) the second defendant (although a member) had been sued merely because he was secretary, and the service upon him was bad. His Honour Judge Roope Reeve, K.C., observed that the action had been brought against a body which (in the eyes of the law) had no existence, and was therefore not a legal entity. The plaintiff was therefore granted leave to amend the summons by suing individuals, provided that the costs of the second defendant were paid before the adjourned hearing. See *Grossman* v. *Granville Club* (1884), 28 Sol. J. 513, and *Stansfield* v. *Ridout* (1889), 5 T.L.R. 656.

The liability of a secretary was also recently considered at Sheffield County Court in *Peck* v. *German*, in which the claim was for £10 14s. as the price of printing programmes and tickets for an operatic and musical society. The latter had been disbanded, and the defendant's case was that the members of the management committee were responsible and should indemnify him. His Honour Judge Greene, K.C., gave judgment for the plaintiff, and in favour of the defendant against the third parties, with costs.

Correspondence.

"In the Name of the Crown."

Sir,—Allow us to congratulate you on your "Current Topic" in the current number of The Solicitors' Journal (p. 801).

We are interested for a lady who is one of the unfortunate claimants, and who has been reduced almost to penury.

The comments of some of the Law Lords were entirely uncalled for and unfair, for we believe that the petition of right had been settled by an eminent lawyer, and also that Sir William Jowitt, who had been retained for the suppliants before he became Attorney-General, had the petition before him and offered no criticism on it.

The manner in which the House of Lords approached the case was lamentable in the extreme, and the opinions expressed seemed to culminate in an open approval of the dishonesty perpetrated by the Treasury.

It is a cruel case, and we hope Parliament will intervene in it. *Fiat Justitia!*

Strand, W.C.2. T. H. Horwood & Co.
1st December.

THE FUNDAMENTAL PRINCIPLES OF THE PRESENT LAW OF OWNERSHIP OF LAND.

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A LECTURE DELIVERED BEFORE THE UNIVERSITY OF LONDON, AT KING'S COLLEGE, ON 21ST OCTOBER, 1931.(1)
THE RIGHT HON. LORD JUSTICE LAWRENCE PRESIDING.

Lord Justice Lawrence, ladies and gentlemen:—The despised generation of Mid-Victorians, of which I am a survivor, if they were minded to acquire some knowledge of the fundamental principles of the English land laws, usually began their studies by reading Mr. Joshua Williams' "Principles of the Law of Real Property." In the original text of that book, the learned author remarked that the notions entertained by unprofessional persons as to the legal rights appertaining to the possession of property were mostly of a wrong kind. He said: "They consider that what is a man's own is what he may do what he likes with; and with this broad principle they generally set out on such legal adventures as may happen to lie before them." And, after pointing out that the attainment of the ample power, which is now possessed over real property, has been the work of a long period of time, and cannot be explained without referring to the laws of Henry VIII and Edward I (and here he might well have added the laws of William the Conqueror), he went on to say: "The first thing then the student has to do is to get rid of the idea of absolute ownership. Such an idea is quite unknown to the English law. No man is in law the absolute owner of lands. He can only hold an estate in them."(2)

Now there is no doubt that in this pronouncement the learned author correctly stated the basic principle of the English law of real property. But, with respect to his remark, that "the first thing the student has to do is to get rid of the idea of absolute ownership," my friend the late Professor Maitland, when we were both students in Lincoln's Inn, used to add thereto the following gloss: "And the next thing the student has to do is painfully to re-acquire it." Indeed, the truth is that when the student has assimilated the whole history of the law of real property from the time of the Norman Conquest down to the year 1845 (which was the year in which Mr. Joshua Williams first published his book), and subsequently to the year 1925, he must arrive at the conclusion that a tenant in fee simple of land enjoys all the advantages of absolute ownership, except the form. For what is ownership, and what is absolute ownership; and what are the incidents of absolute ownership, which a tenant in fee simple enjoys; and in what way does the form of ownership, which he undoubtedly has, differ from absolute ownership? It is the last of these questions with which I wish to occupy your attention to-day: but I will, first, briefly, answer the others.

(1) The writer, being unwell on the day fixed for the lecture, was not able to deliver the lecture in person; but it was read for him by his friend, Mr. J. M. Lightwood, of Lincoln's Inn. The authorities referred to and the statements made in the present footnotes were not read out at the lecture, and now appear for the first time.

(2) Wms. Real Prop., 15, 16, 1st ed.; 16, 17, 13th ed. (1880, the last edition prepared by the author himself). Since the writer re-wrote the opening chapters and other parts of the book for the 17th ed., published in 1892, the passages above quoted have ceased to appear in the text.

The word *ownership* is not a technical term of English law, but at common law it imports the right of the exclusive enjoyment of some thing, either for an unlimited or for a limited time, especially including the right to recover possession of the object owned, if wrongfully taken away, by some legal remedy.(3) And the term *owner*, when used in the sense it bears at common law, has a corresponding meaning.(4) The incidents of what may, perhaps, be termed *full* ownership, to distinguish it from *absolute* ownership, are (besides the right of exclusive enjoyment enforceable against all the world), first, the right of *free* enjoyment, that is, the right of using, altering, damaging or destroying the object owned at the owner's pleasure; secondly, the free power of disposition of the object owned, both in the owner's lifetime and after his death by his will; thirdly, the liability to have the thing owned taken to satisfy the claims of his creditors both in his lifetime and after his death; and fourthly, the devolution of the object owned after the owner's death, in case he die intestate, to his family and relations or some or one of them.(5)

Now, in all these respects, a tenant in fee simple of land certainly enjoys full ownership.(6) He owns the surface of the land and everything growing or built thereon or attached thereto; and, until the Air Navigation Act, 1920, was passed, authorising the passage of other persons in aircraft at a reasonable height over his land without incurring the liability to an action of trespass or for a nuisance,(7) he was entitled, according to legal theory, to the exclusive enjoyment of the sky above.(8) He also owns all the mines and minerals in or under his land (except mines of gold and silver, which belong to the Crown), and he is entitled to work and get them and to carry them away and sell them.(9) And he may commit what other waste he pleases.(10) And subject to compliance

(3) See Co. Litt. 17*b*; 2 Pollock & Maitland, Hist. Eng. Law, 4-10, 151, 152 and note; 2 Austin's Jurisprudence, 817, 4th ed.

(4) See *Lister* v. *Lobley* (1837), 7 A. & E. 124; Parke, B., *Chauntler* v. *Robinson* (1849) 4 Ex. 163, 170; *Nelson* v. *Liverpool Brewery Co.* (1877), 2 C.P.D. 311, 313; Herschell, L.C., *Baumwoll Manufactur &c.* v. *Furness* [1893] A.C. 8, 17; *Re Blandy Jenkins' Estate* [1917] 1 Ch. 46, 56-59.

(5) See Wms. Real Prop., 2, 3, 23rd ed. (1920, the last edition published before the Real Property legislation of 1925, and the last prepared by the writer).

(6) See Wms. Real Prop., 66, 67, 74-76, 82-84, 87-91, 23rd ed.

(7) Section 9.

(8) Co. Litt. 4*a*; Shep. Touch. 92: 2 Black. Comm. 17-19; *Cooke* dem., *Yates* vouchee (1827), 4 Bing. 90; Wms. Real Prop. 14, 13th ed. (34, 23rd ed.); *Newton, Chambers & Co. Ltd.* v. *Hall* [1907] 2 K.B. 446, 452; *Central London Ry. Co.* v. *City of London Land Tax Commrs.* [1911] 1 Ch. 467, 479; 2 Ch. 467, 473, 486; affd. [1913] A.C. 364; *A.-G. for British Columbia* v. *A.-G. for Canada* [1914] A.C. 153, 167; *Mitchell* v. *Moseley* [1914] 1 Ch. 438; and see Wms. Contract of Sale of Land, ss. 2 (iv), 13 (2), and notes thereto, pp. 4, 28.

(9) See previous note, and as to gold and silver mines, *A.-G.* v. *Morgan* [1891] 1 Ch. 432.

(10) 2 Black. Comm. 282; Wms. Real Prop., 81, 23rd ed.

with any statutory regulations, he may erect what buildings he likes. In respect of free enjoyment, his rights are only limited by the principle of the common law, that he must not commit any illegal interference with the security of his neighbours' persons or property,(11) and by statutes intended to secure the public welfare, such as those which regulate the erection of new buildings in London or other towns and in rural districts, or that prohibiting searching or boring for or getting petroleum except on behalf of, or under a licence from, the Crown,(12) or the Coal Mines Regulations Acts.(13) A tenant in fee simple has also, in modern times, the right of free alienation of his land, both in his lifetime between living persons, and after his death by his will. And his land is liable to be taken to satisfy the claims of his creditors, both in his lifetime and after his death. But the explanation of each of these rights involves a careful, and in the case of creditors' rights, I may certainly say a painful, study of the history of the law from the time of Edward I and earlier.(14) And as regards the succession of a dead man's family or relations to his freehold lands in case he died intestate, the common law provided for the interests of the husbands and wives of tenants in fee simple by the laws of curtesy and dower,(15) and decreed that, subject thereto, an estate in fee simple, that is, an estate given to a man and his heirs, should descend on his death to the heir of the person last seised of the land. And the heir was to be found, first, among that person's issue, and in default of such issue, among all his collateral relations of the whole blood, being of the blood of the first purchaser.(16) The Inheritance Act, 1833, substituted, as the stock of descent, the heir of the last purchaser (purchaser here meaning every person who had come to the possession of the land otherwise than by title of descent); and the same Act opened the succession, after all the purchaser's issue had been exhausted, to all his ancestors, and his relations of the half-blood, in turn, up to, in the last resort, the mother of his most remote maternal ancestor and her heirs.(17)

As regards *absolute* ownership, this expression is not a technical or even a precise term of English law. But I think that the sense in which Mr. Joshua Williams used the term (18) was that of a proprietary right, which in the first place is not merely an assigned *part* (and not the whole) of the ownership of some other person, the assignor retaining at least some fraction of his ownership, and in the second place is interminable, that is, is not so limited that it may cease at some future time or on the happening of some future event, such as the death of the assignee without leaving any family or relations.(19) In English law, goods or chattels are in modern times the subject of a proprietary right of this kind.(20) Goods are not regarded in law as having been assigned or let to the owner by the Crown or any other person to be enjoyed for his own life and so long after his death as he may have relations left to succeed him, and in such manner that a superior ownership or fraction of ownership shall at all times remain in the assignor, and his successors, in virtue of which he or they will be entitled to resume possession of the object owned whenever the interest of the owner, his assignees and his and their successors shall come to an end. It is true that, if the owner of goods died before the year 1926 intestate, and without leaving any family or relations, the Crown became entitled to the goods. But the Crown became so entitled, not by virtue of any superior right of ownership which had remained or was already vested in the Crown, but in virtue of its prerogative to seize *bona vacantia*—that is, ownerless goods—goods of which no one was the owner, and which, but for such prerogative, any person, who might find them, would have been enabled to take and to keep.(21)

Now according to the common law, the fundamental principles of the English law of real property are these:—Land is the object, not of such a right of absolute ownership as the law allows of goods, but of tenure, that is, feudal tenure. The King is lord paramount, or supreme owner, of every parcel of land within the realm(22); all land is holden of some lord or other, and either immediately or mediately of the King(23); and the greatest interest in land, which a subject can have, is an estate in fee simple.(24) And according to the common law, an estate in fee simple was an estate given to a man and his heirs(25), inheritable by such of his descendants, or his collateral relations of the whole blood and the blood of the first purchaser, as the common law admitted to succeed him as his heir or co-heiresses and in the order of succession prescribed by law,(26) and held feudally of some lord by some kind of service. And in modern times, after military tenures had been abolished,(27) and the only free tenures left were free and common socage and frankalmoign,(28) the ordinary incidents of socage tenure were, as Mr. Joshua Williams pointed out in his book on Real Property, "a small occasional *quit rent*, with its accompanying relief, *suit* of the *Court* Baron, if any such existed—an oath of *fealty* never exacted—and a right of *escheat* seldom accruing."(29) The incident of escheat was this: If on the death of the tenant, and (after the devise of freehold lands by will had been permitted by statute),(30) in the case of his intestacy, there were no person entitled to succeed as his heir, the land escheated, or fell in, to the lord of the fee, the person who had originally granted the estate in fee simple, or his successors, in virtue of the *seignory*, or superior lordship, which he and they had all along retained thereover.(31)

Now I said that by the common law, every parcel of land is held, either immediately or *mediately*, of the King; that, after the original grant of an estate in fee simple, a seignory remained in the grantor, and that an estate in fee simple escheated on failure of heirs to the lord of the fee. When land is held *mediately* of the Crown, it is held of some *mesne* or intermediate lord between the Crown and the tenant in fee simple of the land; and the land has originally been granted, first by the King to the mesne lord and his heirs to be held of the Crown, and afterwards by the mesne lord to the tenant and his heirs to be held of the mesne lord and his heirs. As advanced students, you will all know that this method of alienating land was called *subinfeudation*; that it prevailed extensively between the Norman conquest and the reign of Edward I(32); and that it was stopped by the statute of *Quia Emptores* of 18 Edw. I, c. 1, which has not been repealed

(11) Bract. 221*a* "*Licitum est unicuique facere in suo quod damnum injuriosum non eveniet vicino*"; see *Bradford Corpn.* v. *Pickles* [1895] 1 Ch. 145, A.C. 587; *Horton* v. *Colwyn Bay &c. Council* [1907] 1 K.B. 14, 21; affd. [1908] 1 K.B. 327; *Stearn* v. *Prentice Bros. Ltd.* [1919] 1 K.B. 394; Wms. Real Prop., 81, 82, 23rd ed.

(12) 8 & 9 Geo. v. c. 52, s. 1.

(13) 1887–1908.

(14) See Wms. Real Prop., 67-76, 257, 258, 287-307, 313-317, 23rd ed.

(15) See Wms. Real Prop., 334, 335, 350-357, 23rd ed.

(16) For the common law rules of the descent of an estate in fee simple, see 2 Black. Comm. c. 14; Williams on Seisin, 51-69.

(17) For the rules of the descent of an estate in fee simple under the Inheritance Act, 1833, see Wms. Real Prop., 240-255, 23rd ed.

(18) Wms. Real Prop., 16, 1st ed.; 17, 13th ed.

(19) See Wms. Real Prop., 2, 3, 23rd ed.

(20) See Wms. Real Prop., 6, 23rd ed.; Wms. Pers. Prop., 2, 5-22, 25, 18th ed.

(21) 1 Black. Comm. 299; 2 *ib.* 505, 506; *Middleton* v. *Spicer*, 1 Bro. C.C. 201, 205; *Taylor* v. *Haygarth*, 14 Sim. 8, 12, 13, 19; *Dyke* v. *Walford*, 5 Moore P.C. 434, 494-496; *Powell* v. *Merrett*, 1 Sm. & G. 381; *Re Higginson & Dean* [1899] 1 Q.B. 325, 329; *Re Jones* [1925] 1 Ch. 340.

(22) Co. Litt. 65*a*; Wms. Real Prop., 7, 23rd ed.

(23) Co. Litt. 93*a*; Wms. Real Prop., 7, 23rd ed.

(24) Litt. s. 11; Co. Litt. 4*a*; *Countess of Bridgewater* v. *Duke of Bolton*, 6 Mod. 106, 109; Wms. Real Prop., 6, 23rd ed.

(25) Litt., s. 1.

(26) Litt., ss. 2-8; 2 Black. Comm. c. 14; Wms. Real Prop., 240, 242, 247, 248, 23rd ed.

(27) By stat. 12 Car., c. 24.

(28) Wms. Real Prop., 54-63, 23rd ed.

(29) Wms. Real Prop., 94, 1st ed.; 128, 13th ed. (58, 23rd ed.).

(30) Wms. Real Prop., 75, 76, 257, 258, 23rd ed.

(31) Litt., s. 4; Co. Litt. 13*a*; Wms. Real Prop. 49, 56-58, 255, 459, 23rd ed.

(32) Wms. Real Prop., 39, 40, 23rd ed.

by the Real Property legislation of 1925, and still regulates the alienation of an estate in fee simple in land. By that Act, the right of a free tenant in fee simple of land to sell as he will the whole or any part of his holding was recognised and declared; but the future practice of the method of subinfeudation was prohibited by the enactment that such alienation should be so made that the alienee should hold the land of the same immediate lord and by the same services as the alienor held it before.(33) As to the extent to which subinfeudation prevailed, Maitland, in "Pollock and Maitland's History of English Law," Vol. I, p. 211, gives one remarkable example from the Hundred Rolls(34):—In Edward I's day, Roger of St. German holds land at Paxton in Huntingdonshire of Robert of Bedford, who holds of Richard of Ilchester, who holds of Alan of Chartres, who holds of William le Boteler, who holds of Gilbert Neville, who holds of Devorguil Baliol, who holds of the King of Scotland, who holds of the King of England. In this case there were seven mesne lords between the King of England and the tenant who was seised of the land in his demesne (that is, in his own freehold occupation) as of fee.(35) And each of them had a mesne lordship or seignory over the land, and a chance of escheat in case of the failure of heirs of the tenant and of the inferior mesne lord or lords (if any). The result of the statute of *Quia Emptores* was that such mesne lordships as had previously been created remained *in statu quo*, but no more could be created.(36) And as time went on, and military tenures were abolished,(37) and the rents and services attached to the tenure of free and common socage(38) became of small value, owing partly to the change in the value of money, many, and indeed one may probably assert, the great majority, of mesne lordships lapsed and have become extinct in consequence of the difficulty or impossibility of proving their existence.(39) The result of this has been that most of the lands within the realm have come to be regarded as held directly of the Crown; and many students and practitioners, and even, as I propose to show, a great judge, now deceased, have overlooked the possible existence of some mesne lordship and have forgotten that it is inaccurate to say that, on the failure of heirs to succeed to an estate in fee simple the land escheated to the Crown, but that the true rule is that, on the occasion of an escheat, the land fell in to the immediate lord of the fee, whether he were the King or were some mesne lord.

In some cases, however, mesne lords have been careful to preserve their rights over their free tenants' land; and in those cases mesne lordships or seignories have continued to exist certainly down to the end of the year 1925. The existence of certain mesne lordships of freehold lands, and the fact or possibility of an escheat of those lands to the mesne lord, in virtue of his seignory, was established in several cases decided in the last century. Thus, in *Viscount Downe* v. *Morris* (1844), 3 Hare 394, it was proved that the plaintiff was lord of the manor of Danby in Yorkshire, and that a certain person, who had held land freely of that manor in fee, had died without heirs and intestate, but having mortgaged the land in his lifetime for the term of 1,000 years; and it was held that the plaintiff was entitled to redeem that mortgage. And in *Hughes* v. *Wells* (1852), 9 Hare 749, 775, it was held that, on the death without heirs of a tenant in fee of land in the Parish of Cuckfield in Sussex, the immediate lord of the fee, being a mesne lord and not the Crown, took the land by escheat, but that, by virtue of the Administration of Estates Act, 1833, the land was subject, in the lord's hands, to all the deceased tenant's debts, as well by simple as by special contract. This point, of the liability under that Act of escheated land, in the hands of the lord, to the late tenant's debts, had been so decided as regards land escheating to the Crown in *Evans* v. *Brown* (1842), 5 Beav. 114. And both of these decisions were recognised as law by the late Lord Justice (then Mr. Justice) Chitty in *Re Hyatt* (1888), 38 Ch. D. 609, 620, 621. There are also several cases in which it has been established that a mesne lord was entitled, on the death of a tenant of freeholds held of the lord in fee, to a heriot of the tenant's best beast(40)—of these the most instructive is the case of *Copestake* v. *Hoper* [1907] 1 Ch. 366, reversed [1908] 2 Ch. 10. In that case it was proved that the plaintiff was the lord of the manor of Ewhurst in Sussex, and that within that manor there were several ancient freehold tenements held of the lord of the manor in fee by fealty, suit of court, an annual quit rent, a relief of one year's rent on the death of the tenant or alienation of the tenement, and a heriot of the best beast on the tenant's death. The defendants in that case were the executors of a free tenant, who was at his death in possession as a mortgagor, having made a mortgage of his tenement in fee according to the practice in use before the year 1926. The late Mr. Justice Kekewich decided that the mortgagor had died *seised* of the tenement, and that the lord was therefore entitled to a heriot at his death. In the Court of Appeal, however, this judgment was reversed; and that court held that, as the statute of *Quia Emptores* enables a free tenant to alienate his land, so only that the alienee should hold the land of the same chief lord as the alienor held it before, the mortgagee, who had by the mortgage deed acquired the legal estate in fee simple in the land, was the person seised of the land and holding it of the plaintiff, as lord of the manor, by the same services as the mortgagor held it before. And as it did not appear that the mortgagee had died since the date of the mortgage, no opportunity for taking a heriot had occurred.(41)

Now, with regard to escheat, it is laid down in the books that land held freely in fee simple escheated to the lord of the fee on failure of the tenant's heirs. And the failure of heirs might occur either because he left no person surviving him, who was capable of inheriting the land as his heir, or else by reason of his own or his heir's attainder or corruption of the blood so as to lose its inheritable quality.(42) Attainder, I may remind you, was the legal consequence of judgment of death or outlawry for treason or felony, and of abjuring the realm. On attainder for high treason, however, the attainted person's lands did not escheat to the lord of the fee, but were forfeited to the Crown.(43) Abjuring the realm was a consequence of the privilege of sanctuary, which was finally abolished in the reign of James I (44); for criminals, who took sanctuary, had the alternative of coming out to stand their trial or of confessing their crime and abjuring and leaving the realm.(45) But all attainder, forfeiture or escheat upon judgment for treason or felony was abolished by the Forfeiture Act, 1870. After this, failure of heirs could only occur from natural causes, that is to say, from there being no person left who

(33) Wms. Real Prop. 40, 78, 23rd ed.
(34) Rot. Hund. ii, 673.
(35) Bract. fo. 255*b*; Litt. s. 10; Wms. Real Prop. 37, 23rd ed.
(36) See Wms. Real Prop., 40, 74, 23rd ed.
(37) *Ib.*, 55.
(38) *Ib.* 51, 52, 55, 56.
(39) See Wms. Real Prop., 91-93, 1st ed.; 126-128, 13th ed.; 56-58, 23rd ed.

(40) *Damerell* v. *Protheroe* (1847), 10 Q.B. 20; *Lord Zouche* v. *Dalbiac* (1875), L.R. 10 Ex. 172; *Harrison* v. *Powell* (1894), 10 T.L.R. 271.
(41) The decisions in *Copestake* v. *Hoper* were the occasion of a controversy between the writer and his friend the late Mr. Charles Sweet; see 51 Sol. J. 288, 478, 496; 52 Sol. J. 511, 527, 549, 579. Other instances of the preservation of a mesne lordship occur in the case of the manors of Witham and Newland in Essex, in which there is a curious custom, stated in 2 Wat. Cop. 556, 4th ed., that on the death of a free tenant or on his alienation of his tenement, if the successor were neither born within the manor nor already a tenant of the manor, he must pay a fine to the lord of one year's full profits of the land. It is within the writer's own knowledge that there are in this manor many tenements held freely of the lord which are subject to this custom.
(42) See Co. Litt. 8*a*, 13, 92*b*; 2 Black. Comm. 245-246; Wms. Real Prop., 92, 93, 1st ed.; 126, 127, 13th ed.; 49, 56, 23rd ed.
(43) Wms. Real Prop., 49, 50, 23rd ed.
(44) Stat. 21 Jac. I, c. 28, s. 7.
(45) Bract. fo. 135; Wms. Real Prop. 49, n (*r*) 23rd ed.

could inherit. The word *escheat*, however, does not of itself carry any implication of failure of heirs; it simply means the falling-in of the land to the lord.(46) And the failure of heirs or the attainder, were merely *causes* of escheat. In such event the lord became entitled to the land, *as his escheat*; that is, as falling in to him.(47) I submit, however, that failure of heirs, whether from natural causes or by reason of attainder, was not the only possible cause of escheat, but that escheat might take place, whenever the tenant's estate in fee simple came to an end, from whatever cause; and that, if any event occurred, by which the tenant's estate in fee simple in the land was absolutely extinguished, the lord of the fee, whether he were the King or some mesne lord, became entitled to enter on the land, as his escheat. This proposition is, I think, borne out by the case of *Re Mercer and Moore* (1879), 14 Ch.D. 287. That was the case of a disclaimer by a trustee in bankruptcy, under s. 23 of the Bankruptcy Act, 1869, of freehold land, held by the bankrupt in fee simple, which was subject to a perpetual rent-charge and to certain restrictive covenants. This section authorised a trustee in bankruptcy to disclaim (amongst other property) any property of the bankrupt consisting of land of any tenure burdened with onerous covenants, and provided that, upon the execution of such disclaimer, the property disclaimed (if it were not a contract, a lease or shares in a company) should revert to the person entitled on the determination of the estate or interest of the bankrupt, but if there should be no person in existence so entitled, then in no case should any estate or interest remain in the bankrupt. Sir George Jessel, then the Master of the Rolls, decided that the words "land of any tenure" in s. 23 of the Bankruptcy Act, 1869, must certainly include land of freehold tenure; that the land in question was in fact "burdened with onerous covenants"; that the trustee in bankruptcy, having once disclaimed the property, had got rid of any estate or interest therein which would otherwise have vested in him; and that after the disclaimer the bankrupt also had no estate or interest in the land, because the Act said that, upon the execution of a disclaimer of the property, in no case should any estate or interest therein remain in the bankrupt. And the learned judge, after pointing out that, whoever had the legal estate, the bankrupt had not, then went on to say: "Then where has it gone to? This is a question which is easier asked than answered. First, it may be said that it goes to the Crown. No doubt the Queen is a 'person' in one sense. It is to revert 'to the person entitled to the estate or interest of the bankrupt.' There is no person literally entitled upon the determination of the freehold to take except the Crown. If a freehold estate comes to an end by death without an heir, or by attainder, it goes back to the Crown on the principle that all freehold estate originally came from the Crown, and that where there is no one entitled to the freehold estate by law it reverts to the Crown. If this means literally the determination of the estate anyhow, it may determine by bankruptcy as well as by attainder, and then literally this section would seem to give it to the Crown. I am not prepared to say that it does not." And he went on afterwards to say: "As regards the words, if they are applicable to the Crown, I agree there must always be a person in existence as to the freehold estate as there is with a copyhold estate, because if there were no lords of the manor it would at once go back to the Crown." And in a subsequent case of *Ex parte Walton*, 17 Ch.D. 746, 753, Jessel, M.R., speaking with reference to the words in s. 23 of the Bankruptcy Act, 1869, that property disclaimed by a trustee in bankruptcy should "revert to the person entitled on the determination of the estate or interest of the bankrupt," said: "These words would apply to the case of a freehold vested in the bankrupt, subject to the payment of a fee farm rent. Probably in such a case, as there would be no reversion, the property would devolve on the Crown."

Now, I submit that these *dicta* of the late Sir George Jessel, that a bankrupt's freehold land held in fee simple and disclaimed by the trustee in the bankruptcy, would go to or devolve on the Crown, must be understood in the sense that the land would revert to the Crown *as the lord of the fee* (and not by way of forfeiture or otherwise), and so as not to exclude the opinion that if there were a mesne lord entitled to escheat in respect of that land, the land would vest in him. It seems to me that the learned judge must have left out the case of land reverting to a mesne lord simply from inadvertence; and that, because in modern times mesne lordships so seldom exist, the case was not present to his mind. It is true that he said (as I have read to you) "There is no person literally entitled upon the determination of a freehold except the Crown. If a freehold estate comes to an end by death without an heir or by attainder it goes back to the Crown on the principle that all freehold land originally came from the Crown, and that where there is no one entitled to the freehold estate by law it reverts to the Crown." But as to this statement, it is clear that his proposition, as to the devolution of the estate of a tenant in fee simple on his death without an heir, or on his attainder, is inaccurate. For it is well settled that, at common law, if there were a mesne lord, who could prove his title to an intermediate seignory, he, and not the Crown, would be entitled to the land on the tenant's death without heirs or on his attainder otherwise than for high treason.(48) He also said (as I read to you) "I agree that there must always be a person in existence as to the freehold estate as there is to a copyhold estate, because if there were no lords of the manor, it would at once go back to the Crown." Here he admits in effect that the lord of a manor is entitled, on the failure of heirs of his copyhold tenant holding to himself and his customary heirs, to resume possession of the land as his escheat. But he forgets that the lord of a manor, being a mesne lord, may have tenants in fee simple holding of him by free tenure. But his *dictum* that there must always be a person in existence entitled to the immediate freehold of land is, if I may venture to say so, good law. And I submit that, in any case, these *dicta* warrant the conclusion that failure of heirs and attainder were not the only possible causes of escheat, but that, if from any other cause the estate of a tenant in fee simple came to an end and was extinguished, the lord of the fee, of whom he held the land, and whose predecessors in title had given it to his predecessors, became entitled to enter thereon as the lord's escheat.(49) And if (which seems to me to be impossible) (50) the learned judge really meant to hold that, if the land were held of a mesne lord, it would nevertheless revert to the Crown on a disclaimer by the tenant's trustee in bankruptcy, then I should confidently submit that this decision would be wrong.

(46) Just as, in common parlance, leases for years are said to fall in when the terms granted come to an end. The case of escheat is exactly analogous.

(47) Termes de la Ley, s.v. Escheat; Pollock and Maitland Hist. Eng. Law, i, 332.

(48) Co. Litt. 13*b*, 92*b*; 2 Black. Comm. 72, 73, 244-253; *Viscount Downe* v. *Morris*, 3 Hare, 394, stated above, p. 845.

(49) In further support of this proposition the writer may refer to the opinions of Mr. Hargrave and the late Professor Gray of Harvard that Lord Coke's assertion, that on the dissolution of a corporation its lands held in fee simple do not escheat but revert to the grantor or his representatives, is erroneous, and to the authorities by which those opinions are supported; see Co. Litt. 13*a*, n (2); Gray on Perpetuities, ss. 44-51*a*, 3rd ed.; *Johnson* v. *Norway*, Winch. 37; *Southwell* v. *Wade*, 1 Rolle Abr. 816 (Escheat, A. 3), *s.c.* Poph. 91. This subject is discussed in 2 Wms. V. & P. 932-934, 3rd ed. It is true that Lord Coke's doctrine has been accepted without question, by many eminent judges, text-writers and conveyancers; that it was upheld and applied to leaseholds in the case of *Hastings Corpn.* v. *Letton* (Darling and Phillimore, JJ.) [1908] 1 K.B. 378; that this doctrine and decision were followed (without any inquiry into the reasons supporting them or the anomalies to which they give rise) as to lands held in fee, by the Court of Appeal in *Re Woking Urban District Council* (*Basingstoke Canal Act*, 1911), [1914] 1 Ch. 300, 310, 315, 320, and as to leaseholds, by Peterson, J. in *Re Albert Road, Norwood* (*Nos. 56 and 58*) [1916] 1 Ch. 289; and that all these cases were cited as good law by Lord Sumner in *Mercer* v.

Now I think that the cases which I have cited, and particularly the case of *Copestake* v. *Hoper*, clearly prove that what I have called the fundamental principles of the law of real property remained unimpaired down to the year 1925. The question then arises, how far (if at all) have those principles been invaded by the Real Property legislation of the year 1925. As it seems to me, neither the paramount lordship of the Crown, nor the seignory of any mesne lord has been abolished.

In the first place, by the Law of Property Act, 1922,(51) the manorial incidents therein mentioned affecting the copyhold and customaryhold land enfranchised by that Act, *and all manorial incidents of a like nature affecting any other land*, were to be extinguished, subject to the compensation payable under that Act, either on the making within ten years after the commencement of the Act of a compensation agreement between the lord and the tenant, or on the service within those ten years by the tenant on the lord, or within the last five of those ten years by the lord on the tenant, of a notice requiring the ascertainment of such compensation, or else, where no such agreement has been made or notice served within those ten years, upon the expiration of those ten years; but it was provided that the extinguishment of manorial incidents so effected was not to extend to or affect the right to enforce any manorial incident which had become due or enforceable before the date of the extinguishment. The manorial incidents which were so to be extinguished, include quit rents, fines, reliefs and heriots,(52) but not fealty or suit of court and not escheat. It seems clear that these provisions necessarily contemplate the continued existence, after the commencement of the Act, of all seignories, whether of the Crown or a mesne lord, existing over freehold lan ls held in fee simple. For if these seignories were extinguished, all the incidents thereof would have been destroyed, and the lords could have no right, either to claim compensation for the extinguishment of their manorial incidents or to enforce those incidents up to the date of their extinguishment. Besides this, the Act of 1922 provides, in s. 136, that nothing in this Act is to affect the services incident to grand and petty serjeanty, which are not to be deemed to be manorial incidents within the meaning of the Act and to be extinguished thereby. It seems clear that if those services are to remain unimpaired, it is a condition precedent to this that the seignories in respect of which they are to be rendered must continue to exist.

Then there is nothing in the Law of Property Act, 1925, to take away either the paramount lordship of the Crown over all land, or the seignory of any mesne lord, or to give to a person entitled to an estate in fee simple in land any larger or more absolute ownership than he enjoyed before, or to convert an estate in fee simple into the same absolute ownership as the law allows in respect of goods. On the contrary, that Act expressly provides (53) that (besides a term of years absolute) the only estate in land which i. 'o be capable of subsisting or of being conveyed or created at law is an estate in fee simple absolute in possession; and there is nothing in the interpretation clause (54) to qualify this enactment. Nor can it be maintained, as it seems to me, that there is anything in the Administration of Estates Act, 1925, to deprive the Crown of its supreme lordship over all land, or to deprive any mesne lord of his seignory. It is true that Act abolished, in the case of every person dying on or after the 1st of January, 1926, escheat to the Crown, or the Duchy of Lancaster, or the Duke of Cornwall, or to a mesne lord *for want of heirs*.(55) But, as I contend, that enactment merely abolished one *cause* or escheat, and did not destroy escheat itself, or the Crown's and any mesne lord's seignory, or the possibility of freehold land held in fee, either of the Crown or a mesne lord, falling in to the lord of the fee on the determination or extinguishment of the tenant's estate in fee simple owing to some other cause than his death without heirs. It seems to me that that enactment merely deprived the lord of the fee of any right of entry on failure of the tenant's heirs from natural causes, in the same way exactly as the Forfeiture Act, 1870, took away the lord's right of entry on failure of the tenant's heir from attainder, without otherwise infringing on the lord's seignory. As regards the Crown's seignory, the Act certainly binds the Crown (56); but Acts of Parliament bind the Crown only so far as their provisions either expressly or by necessary implication deprive the Crown of its prerogative rights.(57) The express provisions of the Act direct that a dead man's real estate, to which he was entitled for an interest not ceasing on his death, shall devolve on his legal personal representatives,(58) who take, in case of his intestacy, on trust for sale and to pay the surplus proceeds of sale, after satisfying his funeral and administration expenses, debts and liabilities (59) to or amongst his wife (or her husband) and surviving relatives to extent of his first cousins, either purely such or once or more removed, and in default of any such persons, to the Crown, or to the Duchy of Lancaster, or to the Duke of Cornwall, as *bona vacantia* and in lieu of any right to escheat.(60) I cannot think that the courts would hold that these words do more than abolish escheat arising from the cause of want of heirs, or that there is any implication *necessarily* arising therefrom that the Crown shall actually be deprived of its former supreme lordship over, or ownership of, all land. And if there be no such implication as to the Crown, I do not see how there can be any similar implication to deprive mesne lords of their seignories.

Then, is there now any case in which the Crown or a mesne lord can actually take land by way of escheat? I submit that there is, and that escheat may still take place whenever an estate in fee simple is brought to an end or extinguished from some other cause than want of heirs. And I think that the *dicta*, which I have read to you, of JESSEL, M.R., in *Re Mercer and Moore*,(61) warrant the opinion that, on the disclaimer by a trustee in bankruptcy under s. 54 of the Bankruptcy Act, 1914, of the bankrupt's freeholds in fee simple, which are subject to onerous covenants, the bankrupt's

Harris [1927] A.C. 252, 259. But as there have been loyal subjects of the House of Hanover (like Sir Walter Scott) who at heart have been Jacobites, the writer still cherishes the belief that Lord Coke was not plenarily inspired when he laid down that doctrine, and that it is more consistent with the principles of the English law of tenure that, on the extinguishment of an estate in fee simple by the dissolution of a corporation entitled thereto, the land should escheat to the lord of the fee. And in any case the opinions of Mr. Hargrave and Professor Gray and the authorities cited by them, go to prove that the right rule is that on the extinguishment of an estate in fee simple the lord of the fee becomes entitled to enter; although in the particular instance of extinguishment by the dissolution of a corporation he may not now be so entitled. And with great respect for the learned judges, who decided and have followed the case of *Hastings Corpn.* v. *Letton*, the writer must confess that, whenever he is constrained by the exigencies of practice to advise that that case is law, he privately puts up the prayer of Naaman the Syrian, "When I bow down myself in the house of Rimmon, the Lord pardon Thy servant in this thing." (2 Kings v, 18.)

(50) It seems to the writer that the gist of his *dictum* is that, when an estate in fee simple comes to an end, the land goes back to where it came from, that is, into the hands of the person who granted the estate now determined; and that this must mean into the hands of the lord of the fee, whether he be the King or a common person. See above, p. 846.

(51) Part VI, s. 138, sub-s. (1).

(52) Section 128 (2).

(53) Section 1 (1) (a) (b).

(54) Section 205.

(55) Section 45 (1).

(56) Section 57.

(57) *Ex parte Postmaster-General; Re Bonham* (1879), 10 Ch. D. 595, 601; *Thomas* v. *Pritchard* [1903] 1 K.B. 209, 212; *New South Wales Taxation Commrs.* v. *Palmer* [1907] A.C. 179, 184.

(58) Section 1 (1). The question whether a dead man's estate in fee simple, which apart from the provisions of this Act would have come to an end for want of heirs, can devolve under this Act to his personal representatives, has been discussed by the writer in 69 L.J. 369, 385. See also his article on "What is now an estate in fee simple?" in 70 L.J. 4, 20.

(59) Section 33; see sub-ss. (1), (2), (4).

(60) Section 46 (1) (vi).

(61) Above, p. 846.

estate in fee simple is determined, and the immediate lord of the fee is entitled (if no vesting order be made by the court under sub-s. (6)) (62) to enter on the land as his escheat. It is true that the Act of 1914 does not contain an express enactment (as in the Act of 1869) that the land shall revert to the person entitled on the determination of the estate of the bankrupt. But the Act of 1914 does provide (63) that the disclaimer shall operate to determine, as from the date of the disclaimer, *the rights, interests and liabilities of the bankrupt and his property* in or in respect of the property disclaimed. These words are the same as were used in the Bankruptcy Act, 1883.(64) And it has been held thereunder that, if on a disclaimer by a trustee in bankruptcy of leasehold property belonging to the bankrupt no vesting order be made, the term comes to an end and is extinguished, and the landlord becomes entitled to re-enter in respect of his reversion, which is thereby accelerated.(65) It seems to me that the words of the Act of 1914, which I have just quoted, are quite sufficient to determine the bankrupt's estate in fee simple in any freehold property of his, which the trustee has disclaimed. And upon such determination, as I submit, the immediate lord of the fee must be entitled to enter upon the land, as his escheat.(66)

I submit then, that although manorial incidents will before long be extinguished and escheat for the cause of want of heirs has been abolished, the fundamental principles of the law of ownership of land remain the same as before the legislation of 1925. Land is still the object of feudal tenure; the King remains the lord paramount of all the land within the realm; every parcel of land is still held of some lord, in all cases other than that of frankalmoign by the service of an oath of fealty, and suit of court where any such suit exists, and by any other services not yet extinguished as manorial incidents, and in the case of lands held by grand or petty serjeanty by the services appropriate thereto. And the greatest interest which any subject can have in land is still an estate in fee simple and no more.

Let me assure you that the points which I have been discussing this evening are not mere academical questions never arising in practice. I have myself quite lately been instructed to advise as to the compensation to be paid for the extinguishment of manorial incidents due to a mesne lord, and as to the effect of a disclaimer by a trustee in bankruptcy of freehold lands held in fee simple. The points I have been discussing may quite possibly fall to be decided by Lord Justice Lawrence himself, who has been so kind as to grace my lecture with his distinguished presence. If so, it may be that, as the mouse in the fable was able to help the lion, what I have said this evening may be of some use to him. And in that case the time which he has so good-naturedly given to listening to my lecture may not have been wholly wasted.

(62) It appears that the lord is also entitled to apply under this sub-section as a person claiming an interest in the disclaimed property for an order vesting the disclaimed property in himself. But it is thought that there is no need for him to apply for such an order, the estate in fee simple being vested in him without any such order, see *Ex parte Walton*, 17 Ch. D. 746, 753; *Re Finley*, 21 Q.B.D. 475, 485.

(63) Section 54 (2).

(64) Section 55 (2).

(65) *Re Finley* (1888), 21 Q.B.D. 475, 485; *Stacey* v. *Hill* [1901] 1 Q.B. 660, 665; *Re Hyams*, 130 L.T. 237, 238.

(66) See above, p. 847.

SMOKING IN COURT.

Judge Cluer decided on Friday, 27th November, at Whitechapel County Court, to remit the penalty of 40s., with the alternative of seven days' imprisonment imposed on a young man for contempt of court by smoking. Judge Cluer said that he thought that the offender had anticipated the rising of the court and had decided therefore that he need not take the severe course of enforcing the penalty.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

The trial of William Hone, the bookseller, opened at the Guildhall on the 18th December, 1817. The subject-matter of the three indictments for publishing blasphemous libels was a series of satirical parodies—"The Late John Wilkes's Catechism," "The Political Litany" and "The Sinecurist's Creed." Feeling ran high, the most vocal element of public opinion vociferously supporting the accused, while the Government strained every effort to secure a conviction. On the trial of the first indictment, Mr. Justice Abbott presided in place of Lord Ellenborough, who was ill, but when the day's hearing ended with an acquittal, the Chief Justice determined to take charge of the subsequent proceedings. Sickness had not impaired his energy and the remainder of the trial resolved itself into a duel between the accused, who defended himself in person, and his judge, bursts of applause from the crowded court greeting Hone's boldest sallies. Though the Chief Justice adjured the jury as Christian men on their oath on the Gospels to convict the accused, a defiant acquittal followed and was greeted with uncontrollable cheering. The trial of the third indictment repeated the scenes of the previous day, and it is believed that this public defeat completely broke the health of Lord Ellenborough, who died within a year of the case.

CONFLICTING CAPACITIES.

At Chester County Court recently Judge Whitmore Richards suddenly discovered that as a member of the Board of Governors of the Chester Royal Infirmary he was one of the plaintiffs in a case he was about to try. Such a dilemma is uncommon and one hopes that in this instance the judge's suit will have a less sensational history than the case of Lord Monboddo, a Scottish judge, who lost a favourite horse through the carelessness of an amateur "vet." He brought an action and descended from the Bench to conduct his own case before his learned brethren, who nevertheless gave judgment against him. Thereupon he characterised them as "superannuated jackasses" and refused to sit among them again, taking his place ever after at a lower table in the body of the court. Another nice problem of a somewhat similar nature emerged from the intricacies of conflicting interests in a Chancery action, in which Maugham, J., refused to allow the Public Trustee to be both plaintiff and defendant. It all recalls the Chancellor's dilemma in "Iolanthe": "Can he marry his own ward without his own consent? And if he marries his own ward without his own consent, can he commit himself for contempt of his own court? And if he commit himself for contempt of his own court, can he appear by counsel before himself to move for arrest of his own judgment?"

TWO TONGUES.

During a recent Probate case, Mr. Justice Langton displayed more than usual aptitude in pronouncing Welsh names. "Mahunthleth" was a masterpiece of articulation. The linguistic difficulties of the case well demonstrated how 650 years after the Statutum Walliæ officially merged the Principality into its larger neighbour "*tanquam pars corporis ejusdem*," English is still a foreign language among the mountains of Cambria. There is a particularly good story of a wily counsel on the South Wales Circuit who obtained leave from Mr. Baron Bramwell to explain a short point to the jury in their own language. Amazed at the startling promptness of the ensuing verdict of acquittal, the judge subsequently inquired what magic words had been so efficaciously employed. He learned that the barrister had simply said: "The case, gentlemen, lies in a nutshell. The judge is an Englishman, the prosecuting counsel is an Englishman, the complainant is an Englishman. But you are Welsh, and I am Welsh, and the prisoner is Welsh. I leave it all to you."

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

The Evidential Value of a Ship's Log.

Q. 2354. "Temperley's Merchant Shipping Acts," 3rd ed., p. 143, para. 2 (28D): "In any subsequent legal proceedings the entries by this section required shall, if practicable, be produced or proved, and in default of that production or proof the court hearing the case may in their discretion refuse to receive evidence of the offence or act of misconduct."

I shall be obliged by your advising me generally on the construction placed upon this section relating to offences committed by seamen, engaged as such, and the entry of these offences in the ship's log; also more particularly on the words "may in their discretion refuse to receive the evidence of the offence or other act of misconduct"; referring me, if possible, to any decided cases. What I really want to be advised on is whether the word "must" is read in place of the words "may in their discretion," or, if not, how are these words construed and the court guided to their discretion?

X, a seaman, is charged with that he did on the — day of —— ,1931, commit an assault on the master of the SS. "Superb" (a British ship). At date of hearing the log book of the "Superb" is produced and it appears that the master did not log the charge now brought against X. Is it a good defence to say this charge was not logged as provided by the Merchant Shipping Acts, and therefore there is no "offence committed," and the court must discharge the accused; or can the court say "in our discretion we will receive the evidence although the provision as to entering it in the log has not been complied with"?

A. The sub-section in question must be read in the light of the three preceding sub-sections, which specify various requirements. The use of the word "shall" in the first three sub-sections, however, does not imply that the words "may in their discretion" (in the fourth sub-section) are to be construed as "must." The opinion is given that sub-section (*a*) contains the substantive provision, and that (provided the log contains an entry) the other sub-sections are ancillary, so that non-compliance with (*b*) and (*c*) does not involve exclusion of the evidence. The section was considered at Plymouth (in a case reported in the *Justice of the Peace* for the 28th March, 1931, at p. 207), where an engine-room staff were summoned for refusing to clean the boilers at San Pedro, California. Objection was taken that the ship's log had not been read over to the defendants, who also had not been supplied with a copy, in accordance with sub-s. (*b*). The magistrates nevertheless allowed the entry, under sub-s. (*a*) to be read, and convicted the defendants, who were fined £1 and ordered to pay £3 each towards the costs of the shore labour. In the event of a complete absence of any entry in the log, however, the court must be guided in their discretion by the reasons for the omission, e.g.:

(1) Was the master continuously on the bridge for twenty-four hours or more owing to bad weather?

(2) Did he have to perform other duties owing to the ship being shorthanded or partially disabled?

(3) Was he constantly on watch against a mutinous crew?

(4) Was he too ill or exhausted to enter up the log?

If there are no circumstances, such as the above, the absence of an entry in the log may lead the court to infer either that the master was the aggressor, or that the incident was too trivial to record at the time. In the specific case mentioned the defence cannot be based wholly on the fact that the charge was not logged, nor can it be argued that there was no offence. The court can therefore say, in their discretion, that they will receive the evidence (although not logged), it being assumed that the S.S. "Superb" is not a liner, with every facility in the way of staff and equipment for meticulous compliance with the Merchant Shipping Acts.

Distress in Voluntary Winding-up.

Q. 2355. A.B. & Co. Ltd. have gone into voluntary liquidation not being able to meet their liabilities. Shortly prior to the resolution to wind up the landlord of their premises commenced a distress for rent which was not completed on the appointment of the liquidator. The liquidator contends that under ss. 268 and 269 of the Companies Act, 1929, the landlord is not entitled to retain the proceeds of his distress. The assets are more than sufficient to pay the preferential debts and there are no debentures. Do ss. 268 and 269 apply to a landlord distraining for rent? See also s. 264 (6). Please quote references to any decided cases on this question since the 1929 Act.

A. The Companies Act, 1929 (ss. 268 and 269), only restricts the rights of judgment creditors who are seeking the aid of the court in recovering their debts. The above sections do not therefore affect the landlord, who is exercising a right to which he is entitled at common law, in distraining upon his tenant's property. Similarly s. 264 (6) only applies to a case in which there is a winding-up order, and not to a voluntary winding-up. Even in a voluntary winding-up, however, the court will usually stay a distress, but the liquidator must make an application for that purpose. The landlord, not being a preferential creditor under the Act, must then rely upon his right of proof as an ordinary creditor.

Personal Representative or Trustee—Purchase of Part of Trust Estate.

Q. 2356. A died in March, 1929, intestate, leaving a widow and a son and daughter (both *sui juris*) him surviving, and letters of administration were duly granted to the widow and the said two children. The widow desires to purchase a plot of land forming part of the estate for the purpose of building a residence for herself, and the two children have agreed the price the widow shall give for the land. As a personal representative or as a trustee, the widow does not appear to be able to purchase the land without the consent of the court. Is it not possible for the son and daughter to join in the conveyance and agree to the sale, the widow and the two children (thereinafter called "the personal representatives") of the first part, the son of the second part, and the daughter of the third part, the widow (purchaser) of the fourth part, the parties of the first part conveying as personal representatives by the direction of the son and daughter as beneficial owners. It appears to me that this procedure would give the widow a good title and there would be no one who could avoid the sale at any future time. I shall be glad if you will kindly let me have your views on the subject and to hear if the above proposal would be satisfactory to carry out the transaction.

A. In view of the absolute rule that a trustee must not either directly or indirectly buy trust property which he holds upon trust for sale, we do not favour the suggested procedure. We would suggest that the widow should agree to the appropriation by the personal representatives of the plot of land in

question in part satisfaction of her absolute interest in the intestacy, the appropriation being effected under A. of E.A., 1925, s. 41. Alternatively, there would be no objection to the widow buying up the equitable interests of her son and daughter in the plot and then, as being absolutely entitled in equity, taking a conveyance of the legal estate from the personal representatives. The transaction could conveniently be carried out by one deed, but it would be essential (*a*) that the price was fair; (*b*) that the son and daughter were separately represented; and (*c*) that the widow, being one of the personal representatives, should make full disclosure of all facts within her knowledge relating to the plot, and the circumstances of the transaction. Provided these conditions are fulfilled, there is no rule of law preventing a trustee from acquiring the beneficial interests of his beneficiaries.

Lease by Deed—Subsequent Reduction of Rent by Parol Agreement.

Q. 2357. In 1928 A grants a lease of certain property to B, the rent reserved being £80 per annum. After entering into occupation, however, B thinks that the rent agreed is too high, and tells A he will only pay £60 per annum. To avoid unpleasantness, A accepts payment of the lesser amount, giving "clean" receipts accordingly. A has now died, and the trustees of his will consider that the full rent reserved by the lease should be paid, as from the date of their testator's death. B, however, contends that there was a definite agreement between himself and A for the permanent reduction of the rent, although it appears that there is no evidence of the existence of any such agreement beyond the receipts given by A as above. It is suggested on behalf of the trustees that B remains liable on the covenant contained in the lease, i.e., to pay the rent as therein reserved. Please advise, stating authorities in support.

A. West v. *Blakeway* (1841), 10 L.J.C.P. 173, is a direct authority that in an action on a covenant in a lease parol variation cannot be pleaded, the old common law rule being that a deed can only be varied by deed. This old rule cannot be entirely relied on now, since rules of equity prevail. It is still clear law, however, that, though a contract required by law to be in writing may be rescinded, it cannot be varied without writing. See *Morris* v. *Baron* [1918] A.C.1, and the cases there cited. The opinion is given that the effect of the acceptance of the lower rent was merely a waiver of the breach of covenant on each occasion and cannot be pleaded as a defence to a claim for the full rent of £80.

Will—Power to Two Beneficiaries to take Farm at Valuation—Assurance Stamp Duty.

Q. 2358. A, by her will, dated 1921, appointed her sons B and C, and her daughter D (all of whom are of age) her executors and trustees, and gave and devised all her real and personal estate to them upon trust for sale, the net proceeds to be divided between the said three children in equal shares. A later clause in the will gives the two sons power to purchase her farm jointly if they can agree, or if not, then individually according to seniority; the price to be arrived at by valuation as directed therein. By a codicil dated 1927 she directed that as regards the share of D, the trustees should pay her £100 immediately, on account thereof, but should not pay her the balance of her share until the expiration of five years from testatrix's death and during that period the income from the balance of such share should be paid to B and C in equal shares. Then follow clauses providing that if D should die during the period of five years leaving children, her children should take the share, or if she left no child B and C should take the share equally. A has died recently. The value of the farm has been agreed at £2,500 and B and C wish to buy it now. This could, of course, be effected by a conveyance of the farm by the personal representatives (who have not signed any assent) to B and C under the power given in the will, but this would involve a stamp of £25. Is there any means by which this can be avoided? If D's share in the proceeds were vested in her, she could sell the same to her brothers for £833 6s. 8d., and the personal representatives could then apparently vest the legal estate in B and C by means of a vesting assent. It would appear, however, that D's share is contingent, and that until the period of five years has elapsed, she has nothing vested in her which she can assign.

A. It is not stated what is the value of the total estate. If £2,500 is not more than two-thirds of the estate, the opinion is given that the executors (as such and not as trustees) might appropriate the farm in whole or part satisfaction of B and C's shares under s. 41 of A. of E.A., 1925. The document evidencing the appropriation would show the various items of the estate had been properly valued and state the appropriation of the farm in favour of B and C and by the same document the executors would assent to the vesting of the farm in B and C as joint tenants upon the statutory trusts to the intent that the proceeds of sale and income until sale should be vested in them as tenants in common in equal shares. If this method is not available by reason of the proportion the value of the farm bears to the whole estate, it is still considered a substantial part of the stamp duty can be saved by recitals showing that B and C are absolutely entitled under the will to two-thirds of the purchase money and that they have paid over one-third to the account of themselves and D to be held in trust to answer the remaining third share. In this case the conveyance might recite an assent to the devise to themselves as trustees and the conveyance of release would be made as trustees and not as executors.

As there is a specific trust for sale, *Re Thomas Thomas and Thompson* [1930] 1 Ch. 194, dealing with partition under s. 28 of L.P.A., 1925, does not apply.

Mortgage Interest—Part Payment of—How Treated for Income Tax.

Q. 2359. A client of mine is the mortgagee of a certain freehold property. He has appointed a receiver under the powers contained in the mortgage because the interest is more than two months in arrear. That receiver is, of course, the agent of the mortgagor. The receiver has now collected a complete year's income from the property and has paid the proper Sched. A tax on such property. It is now proposed that he shall appropriate such income in the manner prescribed by s. 109 (8) of the L.P.A., 1925. After making the actual payments prescribed by sub-s. (8) (i) to sub-s. (8) (iii) he will hand over to our client the balance, which will only partially pay the interest due under the mortgage for the corresponding period of twelve months. It is desired to know how my client is to deal with the money which he received for the purpose of income tax. The net Sched. A assessment of the property is £100, and tax has been paid on that basis. My client, however, after the prior charges have been disbursed by the receiver (including heavy necessary repairs which have been made to the property) only receives the actual sum of £25. Is he to show that sum of £25 as being the interest received by him without any deduction of tax, or, if not, what tax ought he to show as having been deducted? The actual Sched. A payment that has been made is, of course, far in excess of the normal tax due on the actual sum received by my client.

A. It is considered the proper way for the mortgagee to deal with the £25 in his income tax returns is to treat it as gross income of such amount as, after deduction of tax at the standard rate chargeable at the date when the interest on account of which it was paid fell due, would produce net sum of £25: Finance Act, 1927, s. 39. If the two half-year's interest fell due in different financial years when a different rate of tax was payable, and the £25 was more than sufficient to pay the net amount of one half-year, there will be an adjustment accordingly.

Obituary.

SIR JOHN STANLEY, K.C.I.E., C.B.E.

Sir John Stanley, who was for many years Chief Justice of the Allahabad High Court, died at his residence in Kensington on Monday last, at the age of eighty-five. The second son of John Stanley, an Armagh solicitor, he was educated at the Royal School, Armagh, and Trinity College, Dublin, where he was scholar and gold medallist in classics. He was called to the Irish Bar in 1872, and took silk in 1892. Four years later he was made a Bencher of the King's Inns, and was appointed Honorary Bencher in 1898. In 1901, on the death of Sir Arthur Strachey, Sir John was appointed to the Chief Justiceship of the High Court of the North-West Provinces. Eye trouble brought his judicial career to an end in 1911, but not before he had earned the reputation of being one of the best equity judges who have served on the Indian Bench.

MR. E. B. RAIKES, O.B.E., K.C.

Mr. Ernest Barkley Raikes, K.C., died in his sleep last Monday night at his home at Ham Common, in his sixty-ninth year. He was educated at Haileybury and Keble College, Oxford, and was called to the Bar by the Inner Temple in 1888. He went to Bombay, and for many years enjoyed a large practice in the High Court there. Upon his return to England about twenty years ago he settled down and practised in Indian cases before the Judicial Committee of the Privy Council. He took silk in 1929. Apart from his profession he performed a good deal of useful public work, having been Chairman of the East Norfolk Quarter Sessions for many years, and also County Secretary of the Norfolk Branch of the British Red Cross Society.

Reviews.

Gibson's Probate and Divorce. Eleventh Edition. By ARTHUR WELDON, H. GIBSON RIVINGTON, M.A. (Oxon), and L. C. WARMINGTON. 1931. The "Law Notes" Publishing Offices. £1 1s. net.

The appearance of a new edition of this introductory text-book of the law and practice in probate and divorce is most welcome. Since the last edition, which was published in 1927, there have been numerous decisions of the court, especially in the Divorce Division, upon matters of principle. Without awareness of these, the knowledge of practitioners and students is nowadays dangerously incomplete. Among such decisions are *Apted* v. *Apted and Bliss*, *Hyman* v. *Hyman*, *Dewe* v. *Dewe*, *Newbould* v. *Att.-Gen.*, *Vigon* v. *Vigon*, *Nachimson* v. *Nachimson*, *Inverclyde* v. *Inverclyde*, *Re Bridgett and Hayes' Contract* and *Pilot* v. *Gainfort*, which have all been given their place in the eleventh edition.

Mews' Digest of English Case Law. Second edition. Supplement containing the Cases reported in the years 1925 to 1930, with Tables of Statutes and Cases judicially considered. By The Hon. DOUGALL MESTON, Barrister-at-Law. Medium 8vo. pp. xlvi and 1,890. London: Sweet and Maxwell, Ltd.; Stevens & Sons, Ltd. £3 3s. net.

A pleasant legend has come down to us of a pious seventeenth century student at Oxford who was overheard at his devotions thanking God for the makers of dictionaries. Lawyers might well emulate his example in token of gratitude for the work of those who have scorned delights and lived laborious days in the compilation of Digests to make easy the approach to the study of case law. Among the editors of such works the late Mr. John Mews held a high place, and his name is still one to conjure with in this connexion. Year after year he brought out with exemplary promptitude and accuracy his annual Digests, and then, on more than one occasion, consolidated them into a series of compact and well-printed volumes. The last consolidation, carried out by different editors, which worthily carried on his work on the lines he had laid down, brought the record of English case law down to the year 1924, and now Mr. Dougall Meston has taken up the tale, and in one volume has included all the decisions reported during the years 1925 to 1930. The learned editor has carried out his task with the accuracy that was the distinguishing mark of the earlier consolidation, and has added to the value of the volume by cross-references under each subject or each sub-division where the title is a long one, to the volume and column of the previous consolidation where the same subject-matter is dealt with; this is of great assistance to the practitioner who is seeking to trace the course of the decisions on the branch of law he may be considering. If we may offer one slight criticism, we think that a few more cross-headings might with advantage have been provided. For example, cases dealing with the jurisdiction of justices and the procedure before them are dealt with under the heading "Magisterial Law," and this is quite proper, as they were collected under this title in the larger work, but in it there was also a title "Justice of the Peace, see Magisterial Law"; there is no similar heading in the present volume. This, however, is a small matter, and we congratulate the learned editor on the excellence of his work which will prove an indispensable adjunct to every well-equipped law library.

Corporal Punishment: An Indictment. By GEORGE BENSON, M.P., and EDWARD GLOVER, M.D. London: The Howard League for Penal Reform. 6d.

Mr. Benson presents reasonably a reasoned case against the retention of corporal punishment, and, though it is possible to question the deductions from some of the facts adduced, we think he makes out his case. Flogging, we fancy, is only left as a form of punishment, on the resistance of the ever-lessening "shoot 'em down" school, supported by the general apathy of the public.

Dr. Glover's presentment of his case is marred by the usual sweeping generalisations of those who hasten to gather the crop before it is ripe. Much of the psychologist's science at present is guesswork about the unconscious or subconscious mind. As he speaks confidently where others can perceive but dimly, he sounds impressive. But maybe the psychologist, who is so sure that everyone in favour of corporal punishment is unconsciously yielding to repressed sadism, is in his pre-occupation with the sexual life himself a victim to the same trouble, for note "the stronger the unconscious interest, the more suspect is a conscious attitude of calm reasonableness."

Books Received.

The Conduct of and Procedure at Public and Company Meetings. By ALBERT CREW, Barrister-at-Law. Thirteenth (Revised) Edition. 1932. Crown 8vo. pp. xxxii and (with Index) 373. London: Jordan & Sons, Ltd. 5s. net.

Income Tax and the Professional Man. By K. ADLARD COLES, M.A., A.C.A. 1931. Crown 8vo. pp. xiii and (with Index) 100. London: Crosby Lockwood & Son, 4s. 6d. net.

Palmer's Company Precedents for Use in relation to Companies subject to the Companies Act, 1929. Part I, General Forms. With Notes and an Appendix containing Acts and Rules. Fourteenth Edition by ALFRED F. TOPHAM, K.C., LL.M., ALFRED R. TAYLOUR, M.A., Barrister-at-Law, and A. M. R. TOPHAM, Barrister-at-Law. 1931. Medium 8vo. pp. clv and (with Index) 1640. London: Stevens & Sons, Ltd. £3 13s. 6d.

Testamentary Annuities. By MICHAEL BOWLES, Barrister at-Law. 1931. Demy 8vo. pp. xxvii and (with Index) 148. London: Stevens & Sons, Ltd. 7s. 6d. net.

Notes of Cases.

Court of Appeal.

Waring *v.* Foden; Waring *v.* Booth Crushed Gravel Co.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ.
22nd and 23rd October; 16th November.

VENDOR AND PURCHASER—CONVEYANCE—RESERVATION OF "MINES, MINERALS AND MINERAL SUBSTANCES"—WHETHER APPLICABLE TO SAND AND GRAVEL—CONTRACT—INTENTION OF PARTIES.

Appeal from a decision of Eve, J.

The plaintiff, in 1926, sold to the first defendant, certain land in Staffordshire, the conveyance containing a reservation in favour of the vendor of "all mines minerals and mineral substances within or under the same," followed by the usual power for the vendor to get the same by underground workings. In July, 1928, the first defendant demised to the Booth Crushed Gravel Company, the second defendants, the right to take sand and gravel from the land. The plaintiff brought this action, claiming that, by virtue of the above reservation, sand and gravel, being minerals, were reserved to himself. Eve, J., found for the defendants, and dismissed the action.

The plaintiff appealed.

The COURT dismissed the appeal.

Lord HANWORTH, M.R., said that the strict meaning of "mines minerals and mineral substances" might be varied by local custom or the intention with which they were used. In *Lord Provost of Glasgow* v. *Farie*, 13 App. Cas. 657, it was decided that a reservation of "mines of coal, ironstone, slate or other minerals" did not include common clay. Lord Watson in that case laid it down that "mines and minerals" were not definite terms, and that they were susceptible of limitation or expansion, according to the intention of the parties using them. Upon the facts of the present case it seemed unlikely that mere sand and gravel were to be retained by the vendor. The appellant had endeavoured to argue that, although this principle of intention as to the words used had been established in what were known as "code cases," cases of taking land for railways or the like, yet in a private sale between individuals words must be construed strictly. The views of Lord Halsbury in *Farie's Case* and of Lord Loreburn in *North British Railway* v. *Budhill Coal Co.* [1910] A.C., at p. 127, showed that there was no distinction between a statutory reservation of minerals and a reservation in a private deed. Nor did the addition of the words "mineral substances" make any difference.

COUNSEL: *Sir Leslie Scott*, K.C.; *Gordon Bamber*, and *R. L. Daniell*, for appellant; *Spens*, K.C., and *Andrewes-Uthwatt*, for defendants.

SOLICITORS: *Sparks, Russell, Isard & Co.*; *Sharpe, Pritchard and Co.*, for *Crockford & Sons*, Birmingham.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Attorney-General *v.* Premier Line, Limited.

Eve, J., 1st December.

ROAD TRAFFIC—MOTOR-COACH SERVICE—LICENCE—REFUSAL—APPEAL—INJUNCTION—ROAD TRAFFIC ACT, 1930, ss. 72, 81 (3).

This was an action brought by the Attorney-General at the relation of the Red Rover Saloon Coaches claiming an injunction to restrain the Premier Line, Limited, from operating their motor coaches over a route traversed by the defendants without having obtained a licence under s. 72 of the Road Traffic Act, 1930. The relators were operating a motor-coach service between London and Aylesbury under licences obtained from the Commissioners, and they alleged that the defendants were operating a motor-coach service by the same route without sufficient licences. The defendants contended that the order under which they were refused a licence was *ultra vires*, that they were entitled to operate over the route in question under licences granted under s. 81 (3), and that there being a penalty provided by the statute for any offence committed under it, no action for an injunction would lie against them at the suit of relators who were not a public authority but merely trade competitors.

EVE, J., in delivering judgment, said the first question was whether the action was maintainable. It was established as a general proposition that, where a statute created a new offence and provided a penalty, the only remedy for a breach was the recovery or infliction of the penalty: *Institute of Patent Agents* v. *Lockwood* [1894] A.C. 347. If the present action had been brought by the relators as plaintiffs the objection of the defendants would have prevailed, but in the present case the Attorney-General had been invoked and had intervened to protect the rights of the public at large. The whole question had recently been considered by the Court of Appeal in *Attorney-General* v. *Sharp* [1931] 1 Ch. 121, which prevented the objection of the defendants from prevailing. Then it was said that the remedy by injunction was discretionary, and should not be imposed where it would cause hardship, but here there was no hardship in granting an injunction. It was next said that the Minister was acting *ultra vires*, but he could not accept the view that the Minister had gone outside his jurisdiction. Finally, the defendants relied on s. 81 (3) which dealt with appeals to the Minister from a refusal to grant a new licence, but the sub-section did not apply to the present case. The relators had established their case and were entitled to an injunction, but the defendants having given an undertaking not to renew their service there would simply be a declaration, and the defendants must pay the costs of the action.

COUNSEL: *J. W. Manning*, K.C., and *Roger Turnbull*: *Comyns Carr*, K.C., and *B. L. A. O'Malley*.

SOLICITORS: *Wedlake, Letts & Birds*; *J. L. Cort Bathurst*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Weddell and Another *v.* Road Transport and General Insurance Co., Ltd.

Rowlatt, J. 2nd November.

MOTOR CAR—INSURANCE—COVERED BY TWO POLICIES—LIABILITY REPUDIATED WHERE INDEMNITY AFFORDED BY ANOTHER INSURANCE—BOTH LIABLE.

Special case stated in the form of an award by an arbitrator

The special case stated, *inter alia*, that on the 22nd May, 1930, the respondents, the Road Transport and General Insurance Co. Ltd. issued an insurance policy to the first claimant, J. R. Weddell, which contained, *inter alia*, the following: "(4) If at any time any claim arises under this policy there is any other existing insurance covering the same loss damage or liability the company shall not be liable . . . to pay or contribute more than its rateable proportion of any loss," etc. Section 2 of the policy provided that the company would, at the request of the insured, treat as though he were the insured any relative of the insured while driving such motor car for social, domestic or pleasure purposes with the insured's general knowledge and consent, provided (*a*) that such relative or friend was not entitled to indemnity under any other policy. On the 19th August, 1929, the Cornhill Insurance Co. Ltd. issued a motor car insurance policy to the second claimant, L. W. Weddell, brother of the first claimant, and by s. 50 of that policy the company agreed that "The indemnity granted . . . is hereby extended to cover the insured while driving any private motor car not belonging to him for pleasure or professional purposes if no indemnity is afforded the

insured by any other insurance." One condition of the Cornhill policy required the insured immediately, and in any case within three days, to give the company notice of any accident or claim. On the 4th August, 1930, L. W. Weddell, while driving his brother's motor car with his general knowledge and consent, accidentally struck and injured one, F. Ward. A claim for damages on behalf of Ward was made against L. W. Weddell on the 6th August, 1930. Notice of the accident was not given to the Cornhill Company until the 19th August, and on the 20th August, that company repudiated liability on the ground that due notice had not been given. Subsequently an action was begun by Ward against L. W. Weddell in the King's Bench Division claiming damages for personal injuries, and on the 5th November, 1930, J. R. Weddell wrote to the respondents, the Road Transport Company requesting them to treat L. W. Weddell as himself in the matter of the claim for damages. The respondents repudiated all liability in respect of the claim, and the matter was referred to arbitration. The arbitrator held that the respondents were liable to indemnify L. W. Weddell against one-half of all sums which he might legally become liable to pay in respect of Ward's action.

ROWLATT, J., said that L. W. Weddell could not recover against the Cornhill Company because he omitted to give notice within three days. The arbitrator held that the Road Transport Company was liable, but by reason of Clause 4 only for a rateable proportion, treating the Cornhill policy as "another existing insurance" within cl. 4. It was unreasonable to suppose that it was intended that clauses such as these should cancel each other with the result that, on the ground in each case that the loss was covered elsewhere, it was covered nowhere. On the contrary, the reasonable construction was to exclude from the category of co-existing cover any cover which was expressed to be itself cancelled by such co-existence, and to hold in such cases that both companies were liable, subject of course in both or either case to any rateable proportion clause which there might be. In those circumstances he had come to the conclusion that the Cornhill Company, apart from the omission to give notice, was liable, notwithstanding that their policy contained no rateable proportion clause. He confirmed the decision of the arbitrator with regard to the Road Transport Company.

COUNSEL: *Ronald Smith*, for the two brothers; *Willoughby Jardine*, K.C., and *N. R. Fox-Andrews*, for the respondents, The Road Transport Company.

SOLICITORS: *Redden & Booth; Joynson-Hicks & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rex *v.* **Surrey Justices:** *Ex parte* **Witherick.**

Avory, Swift, and Humphreys, JJ. 12th November.

MOTOR CAR—DRIVING OFFENCES—TWO CONTAINED IN ONE CONVICTION — CONVICTION BAD FOR DUPLICITY — ROAD TRAFFIC ACT, 1930 (20 & 21 GEO. 5, c. 43), s. 12 (1).

Rule *nisi* for *certiorari* directed to certain justices of Surrey calling on them to show cause why a conviction of Edward Lionel Witherick for driving a motor vehicle on a road without due care and attention, or without reasonable consideration for other persons using the road, should not be quashed on the ground that two offences appeared in the information and conviction. The wording of the information and conviction followed that of the section, s. 12 (1) of the Road Traffic Act, 1930, which provides that: "If any person drives a motor-vehicle on any road without due care and attention or without reasonable consideration for other persons using the road he shall be guilty of an offence."

AVORY, J., said that it was sought to quash the conviction on the grounds that two offences appeared in the information and in the conviction under s. 12 of the Road Traffic Act, 1930, and that the justices were wrong in law in acting contrary to the terms of s. 10 of the Summary Jurisdiction Act, 1848, which provided that every information shall be for one offence only and not for two or more offences. The whole question in the case was whether s. 12 could be read as comprising two separate offences, or whether it created only one. If the conviction had been in the form "without due care and attention *and* without reasonable consideration," he (his Lordship) thought that no objection could have been taken to it. But on consideration of the section he had come to the conclusion that it contemplated two separate offences: (1) driving without due care and attention; and (2) driving without reasonable consideration. It was an elementary principle that a conviction must not charge offences in the alternative since the defendant could not know with precision of what he was convicted, and might be unable in the future to plead *autrefois convict* or *autrefois acquit*. The cases of *Rex* v. *Jones; ex parte Thomas* [1921] 1 K.B. 632, and *Rex* v. *Wells* 20 T.L.R. 549, clearly illustrated the distinction which was to be drawn between charging offences in the alternative and charging that a man might by one act have committed two offences. The conviction in the present case was bad on the face of it, and the rule would be made absolute, with costs against the prosecutor.

SWIFT and HUMPHREYS, JJ., agreed.

COUNSEL: *Robert Fortune* showed cause; *Laurence Vine* appeared in support of the rule.

SOLICITORS: *Taylor, Jelf & Co.*, for *A. P. V. Moon*, Justices' Clerk, Godalming; *Amery-Parkes & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 2nd and 3rd November, 1931:—

Nathan Acker, Stanley Ackroyd, Robert McKenzie Adams, Edward John Mayer Albert, Herman John Frederick Babington, M.A. Cantab., Ronald Matthew Band, John William Vaughan Banks, John Barnett, John Anthony Tristram Barstow, B.A. Oxon, Norman Bayley, Cyril Bedford, LL.B. Leeds, Ronald Fitzgerald Barton Beesley, B.A. Oxon, Morris Bennett, LL.B. London, Eric Denis Berry, Herbert Woodruff Beswick, Richard Blackburn, John Colin Blake, Geoffrey Bland, Philip Sinclair Briggs, Laurence St. Clair Broughall, B.Sc. London, Neil Buchannan, Stanley Harry Edward Burley, LL.B. London, Walter Hope Butlin, Paul Theophilus William Butters, Douglas Carey, B.A. Cantab., John Maitland Carr B.A. Cantab., Claude Catlow, David McKinnan Chalmers, M.A. Cantab., Dudley Erskine Granville Chapman, Frederick Noel Charlton, B.A. Oxon, Francis Robert Earle Clark, John Oliver Clark, Samuel Frederic Alexander Clarke, Henry Walter Aldridge Clifford, Charles John Cocks, Cecil Susman Cohen, LL.B. Manchester, Hyman Coleman, LL.B. Liverpool, Hilary John Hubert Collins, John Francis Connor, Sidney Valentine Cooper, Leslie Robert Spencer Cork, Alfred Settle Coupe, Lionel Bertram Court-Cooper, Francis Louis Cox, Knightley Holled Coxe, Austell Carlyle Croasdell, Joseph Gerrard Crombleholme, Mabel Ida Crosse, Hugh Curry, William Leslie Dacey, LL.B. London, Bryan Fletcher Dauncey, David Salmon Ellis Davies, B.A. Oxon, Richard Hughes Ellis Davies, B.A. Oxon, Robert Stanley Deacon, Geoffrey Ernest Maurice De Sainte Croix, Eric Dickinson, Evelyn George Lawrence Dickinson, B.A. Oxon, George Reginald Thomas Eastman, Cyril John Van Dedem Edwards, B.A. Oxon, John Eliott, Godfrey Albert Elkin, Clifford Walter Emptage, Francis Penrhiw Evans, B.A., LL.B. Cantab., Harry Faber, Abe Fearnley, LL.B. Leeds, Norman Detmar Fester, Maurice Wylmer Field, Roy Taylor Firth, George Fleet, Eric Arthur Fontheim, B.A. Oxon, Francis Charles Forbes, Reginald Arthur Collingwood Forrester, B.A. Oxon, Charles William Forster, William Arthur Cokayne Frith, B.A. Oxon, Leonard William Funston, Alastair Douglas Fyfe, Cuthbert William Garrett, Geoffrey Elmer Garrett, George Arthur Gillies, Gerald Alfred Glover, Arthur Goldberg, LL.B. London, Robert Ian Graham, Trefor Price Griffiths, Ethel Grimshaw, B.A. Liverpool, Robert Leslie Gwynne, Francis Fraser Haddock, Henry Laurence Hagger, Frederic George Hails, Sydney Copestake Hall, Charles Magin Coulter Hancock, B.A. Cantab., Stephen

Henry Hanmer, B.A. Cantab., William Liddell Hann, William Harding, Richard Somers Angus Hardy, B.A. Oxon, Thomas Ouchterlony Turton Hart, Edward Horatio Hawkins, James Haye, John Heelis, B.A. Cantab., Stanley James Herbert, Gordon Forbes Higginson, B.A. Oxon, Charles Gray Hill, James Alexander Hill, Anthony Robert French Hills, Harold Kenneth Hockenhull, John Rayner Hodder, Francis William Holt, B.A. Oxon, John Holt, LL.B. London, Bernard Arthur Bishop Horne, Lawrence John Hallam Horner, B.A. Oxon, Robert Michael Hornsby, Stanley George Hough, Harold Howard, Alfred Hulme, Thomas Ronald Clifford Hunt, John Jacobs, Thomas Theophilus Jasper, James Llewellyn Jefferies, Arthur Gordon Jenkins, M.A. Oxon, Reginald Robert Arthur Johnson, Ernest Loveday Jones, B.A. Cantab., George Cecil Jones, George Leslie Jones, John Morgan Jones, John Rees Jones, Oliver Howell Penn Jones, B.A. Oxon, Arthur Ralph Keeping, David Craig Kerr, Theodore Patrick Kenneth Kemble, Charles John Knight, Hubert Frederick Knight, Gordon Wilfred Langley-Smith, LL.B. Birmingham, Keith Eric Lauder, Eric Gordon Lawrence, May Lewis, Thomas John Lewis, William Herbert Lill, John Liptrott, Oliver Llewellyn, Thomas Norman Lockyer, LL.B. London, Eric Lowden, Ieuan John Luke, LL.B. Wales, George Leopold Lush, John Leslie Lynn, Alan Grant Maby, B.A. Oxon, James Shorrock McAnulty, Dennis Ronald Marsh, John William Marsh, B.A. Cantab., Richard Dendy Marten, Michael William Blount May, B.A. Cantab., Francis Cleghorn Metcalfe, Eric George Metson, John Barrett Milne, Arthur John Moon, B.A. Cantab., Arthur Neville Moon, Richard Glyn Morris, Walter Horace Mulley, Edward Demain Myers, Gerald Hubert Naylor, Isaac Elliston Near, Leslie Charles Nevett, Leonard Frederick Norris, William Francis Bell Nott, Cyril Paul William Orchard, Walter Stuart Palmer, Thomas Burgess Parkinson, Roger Frederick Pawsey, George Maurice Bruce Pearson, John William Percival, Samuel Watson Perkins, Peter Pettit, Henry Revell Phillips, John Clifford Phillips, Warwick Hubart Phillips, William Kenneth Pickering, Maurice Hendrik Léon Polak, Philip Sugden Porter, LL.B. Manchester, John Bernard Prentis, David Leatham Hilton Price, B.A. Cantab., James Dalzel Pritchard, B.A. Oxon, Leonard Thomas Province, William Ernest Baker Pryer, M.A. Oxon, George Pyman, B.A., LL.B. Cantab., Roger Joseph Quinn, Brian Raffety, B.A., LL.B. Cantab., Charles Basil Reader, Arthur Colin Redgwell, John Rhodes, John Stretton Richardson, Robert Rigby, Henry Hornby Ringwood, B.A., LL.B. Cantab., Arthur Vincent Risdon, Harry Nicholas Roberts, LL.B. Manchester, David Leonard Roseman, LL.B. London, Isidore Rosenberg, Joseph Rosenbloom, LL.B. London, Algernon Joseph Rowden, Charles Edwin Vivian Rowe, LL.B. London, Kathleen Rushworth, Derrick Aylmer Hartley Russell, M.A. Cantab., Cyril Howard Russon, LL.B. Birmingham, Alan Gale Salmon, Donald Steuart Shanks, B.A. Cantab., Henry Samuel Simon, Robert Arthur Slessor, B.A., LL.B. Sheffield, Clifford Smith, Eric Halstead Smith, Harold Horace Smith, John Smith, Nigel Warington Smyth, B.A. Cantab., John Gerald Lyster Smythe, Stanley Soper, William Sugden, John Swallow, Walter Sykes, Reginald Askwith Symonds, B.A. Cantab., Richard Eustace Talbot, Anthony Clifford Taylor, Frank Hoskin Taylor, Ewart Angwin Thomas, Robert Auriol Benton Thomas, Edward Hugh Dudley Thompson, John Campbell Thorowgood, Albert Richard Timcke, Thomas Clifford Tipping, Thomas Keith Todd, Charles Alexander Treacher, Kenneth Marshall Trenholme, LL.B. Leeds, Kenneth Gwynne Tudor, Martin Camillo Verity, Frank Walker, Lancelot Darlington Wardle, Christopher William Waterfall, B.A. Oxon, Ernest Frank Watson, Frederick Stanley Wedlake, Arthur Edgar Marshall West, LL.B. Leeds, John Edward Westwood, LL.B. London, David Archibald Price White, Norman William White, Ronald Bowen Whittingham, John Sherard Widdows, John Alister Seymour Williams, Richard Edward Sydney Willison, Alan Douglas Godfrey Wilson, Ralph Alexander Wilson, M.A. Edinburgh, Mary Danby Wood, Winston Radcliffe Wood, Ross Woodley, Peter Yorke, B.A. Oxon, Arnold Chadwick Younghouse.

No. of Candidates, 303. Passed 249.

The Council have awarded the following prize: To Keith Eric Lauder, who served his Articles of Clerkship with Mr. Albert Edward Lauder, of London; and Winston Radcliffe Wood, who served his Articles of Clerkship with Mr. Thomas Philip Downey, B.Sc., of the firm of Messrs. Eaton Smith and Downey, of Huddersfield, each the John Mackrell Prize, value about £13.

Mr. John FitzAlan Milholland, sixty-six, of Wimbledon, S.W., at one time Crown Solicitor of Jamaica, left estate of the gross value of £42,370, with net personalty £40,797.

Societies.

Incorporated Law Society of Liverpool.

The 104th Annual General Meeting of this Society was held at the Law Library, 10, Cook-street, Liverpool, on Tuesday, 1st December, at 1.30 p.m.

The President (Mr. L. S. Holmes, LL.M.) presided, and amongst those present were Messrs. R. D. Cripps (Vice-President), E. L. Billson, J. C. Bromfield, A. E. Chevalier, E. V. Crooks, F. H. Edwards, J. G. Kenion, P. N. Stone, W. A. Weightman, F. Weld and G. E. Castle (Hon. Secretary).

The notice convening the meeting having been taken as read, the President delivered his address. He opened his remarks by referring to the cost of litigation, and reminded members of what had happened during the past year. He quoted Mr. Justice Roche's remarks made last May, and also the memorandum issued in July by the London Chamber of Commerce. It was gratifying, he said, to find that on no hand was it suggested that the remuneration of their branch of the profession for the work involved in litigation, was excessive. In his opinion there were grave doubts about the advisability and efficacy of some of the proposed innovations. He felt that in their enthusiasm for cheapness those who advocated these changes had not fully realised the possible results which such changes might entail, and he suggested that greater consideration should be given before anything was done to destroy our long-established system of judicial procedure.

Mr. Holmes then turned to the Solicitors' Bills, and said that nothing further had been done since The Law Society Bill had been talked out in the House of Commons. The fate of that Bill, in his opinion, proved that the agitation about defaulting solicitors was ill-founded and unbacked by any responsible body of public opinion. He encouraged all solicitors to join The Law Society, as membership, he said, undoubtedly gave a feeling of much greater confidence.

Referring to the Wills and Intestacies (Family Maintenance) Bill, Mr. Holmes said that he had opposed it, as he considered that it would be a serious interference with the freedom of testamentary disposition, and that its details, to a practical lawyer, were unworkable and would have involved great delay and expense in the winding up of most estates.

The President then mentioned the Increase of Rent and Mortgage Interest (Restrictions) Acts, and said he could not help feeling that politicians and government officials had failed to appreciate the practical hardships inflicted by such restriction. He trusted that during the coming year The Law Society and the Provincial Societies would continue to press for the abolition of the restriction on calling in mortgages, if not *in toto*, at least in all cases where it could be shown to be necessary for the purpose of winding up a trust estate.

He concluded his address by speaking about the difficulties raised by some Chiefs of Police in supplying full information as to motor accidents which had been the subject of investigation and report by a police constable. There were no regulations upon the matter laid down by the Home Office, and there was no uniformity of practice in the various police forces. His remarks, he said, had no reference to the Liverpool Police, from whom the profession always received the greatest assistance and courtesy. The Law Society had made representations to the Home Office, and were awaiting a further communication. Meanwhile he would endeavour to see that the matter was not allowed to rest until some satisfaction had been obtained.

On the motion of the President, seconded by the Vice-President, the report of the Committee and the statement of accounts were adopted.

It was moved by Mr. J. C. Bromfield, seconded by Mr. J. W. T. Holland, and resolved: "That the thanks of the meeting be given to the President for his address, and that the same be printed and circulated as part of the report."

It was moved by Mr. H. D. Darbishire, seconded by Mr. G. C. Thompson, and resolved: "That the thanks of the Society be given to the officers and members of the Committee for their services during the past year."

The following were elected to serve on the Committee for the ensuing three years: Messrs. W. L. Bateson, E. L. Billson, G. H. Brabner, J. W. Cocks, P. J. Hackett, V. D. Heyne, H. B. Kendall, J. B. McKaig and R. Norris.

Hampshire Incorporated Law Society.

The fortieth Annual General Meeting of the Hampshire Incorporated Law Society was held at the South-Western Hotel, Southampton. At the opening of the meeting, Mr. A. C. Hallett was elected to the chair in the absence of the senior Past-President, Mr. E. J. Bechervaise,

Mr. Hallett made feeling reference to the reason for the election of a special chairman owing to the death of Mr. P. W. Snelling, the President of the Society, during his year of office. He asked the members to rise in the usual way to show their agreement with a formal resolution of sympathy, which had already been passed by the Committee.

After the adoption of the report and balance sheet, the election was proposed of Mr. C. E. Martin, of Southampton, as President of the Society for the ensuing year. The resolution having been carried with acclamation, Mr. Bechervaise, in whose favour the chair had been vacated by Mr. Hallett, invested Mr. Martin with his badge of office, and congratulated him on his appointment. The new President then took the chair, and returned suitable thanks for his election.

The following officers were also appointed for the ensuing year: Vice-President, Mr. H. H. Payne (Portsmouth); Committee, Mr. L. F. Glanville (Portsmouth), Mr. T. E. Brown (Winchester), Mr. W. K. Pearce (Southampton), Mr. G. B. Addison and Mr. G. H. King (Portsmouth); Hon. Auditors, Messrs. W. H. Abbott (Southampton), and H. White (Winchester); Hon. Secretary and Treasurer, Mr. L. F. Paris (Southampton).

Mr. L. F. Paris proposed that the President's ribbon should be replaced by a more substantial one, and that the names of all Presidents of the Society, together with their year of office, should be attached to such ribbon. The resolution was duly carried.

The President then gave an interesting address on the different grounds upon which divorce proceedings could be taken in various countries throughout the world. He expressed the opinion that the English divorce laws were far behind those of other countries, and said he thought that various recommendations which had been put forward by the Royal Commission appointed to inquire into the marriage and divorce laws should have been adopted, and that there should be considerable extension of the grounds of divorce. He particularly stressed insanity, habitual drunkenness, and long-term convictions.

The Vice-President proposed a hearty vote of thanks to the President for his address, although he said he did not personally agree with all the views which had been expressed. The vote was carried unanimously.

The members subsequently dined together, when the guests included His Honour Judge Barnard Lailey, K.C., the Chancellor for the Diocese of Portsmouth, The Recorders of Winchester, Andover and Devizes, Dr. W. G. H. Cook (the law lecturer), and numerous barristers and other members of the legal profession, guests of private members. During the course of the evening the President handed the Society's prize to Mr. Philip Canter, who had obtained second-class honours during the year. Mr. A. C. Hallett, a trustee of the Ford Scheme, also presented Mr. Canter with the Ford Prize.

Hardwicke Society.

LADIES' NIGHT DEBATE.

The Hardwicke Society held its Ladies' Night Debate on Wednesday night in Lincoln's Inn Hall. Mr. Colin Pearson, president of the society, took the chair. The subject for discussion was "That this house deplores the result of the General Election." The motion was proposed by Mr. F. A. P. Rowe, of the Inner Temple, and opposed by Mr. T. H. Mayers, of the Middle Temple. Mr. A. V. Alexander, late First Lord of the Admiralty, in supporting the motion, said that he felt sorry for the Prime Minister in having to preside over a Cabinet like the present, which had no agreed and settled policy, and it would not be at all surprising if he did not hold his office long. The General Election was a great set-back to democracy, and it did not speak well for the public education of the last sixty years that democracy should be so easily stampeded. Lord Brentford, in opposing the motion, said that far from democracy having had a set-back by the General Election, the democracy of this country had awakened and vindicated itself.

Solicitors' Benevolent Association.

A CHRISTMAS APPEAL.

It has been the custom of the Board of the Solicitors' Benevolent Association each year at Christmas to distribute a sum of about £400 in Christmas Boxes amongst those who are the subject of its grants.

This year there may be great difficulty in providing such an amount. The board, therefore, have determined to make an appeal to solicitors generally, whether members of the Association or not, to assist them in making these Christmas gifts.

The cases which the Association helps are all deserving, and the board would gladly increase the amounts they are able to allocate if in addition to the annual sum they pay they can find a sum of money to bring some small additional comforts to those who, through no fault of their own, have experienced hardship and misfortune, they feel certain that the money will be well bestowed, and at Christmas time be more than usually welcome. The Board sincerely trust that this appeal will not be in vain. If, by any chance, a sum over and above what is required for the Christmas gifts is received, it will be credited to the general account of the Association, which at the present time is much in need of funds.

The Board hope that those who are willing to help will send their donations as soon as possible. Cheques may be sent to the Secretary, Mr. Thomas Gill, 2, Stone-buildings, Chancery-lane, W.C.2.

W. ARTHUR COLEMAN, *Chairman.*
E. R. COOK, *Vice-Chairman.*

The monthly meeting of the directors of this association was held on Wednesday, last, at 60, Carey-street, W.C. Mr. W. A. Coleman (Leamington) in the chair. The other directors present were Sir A. C. Peake, Sir E. F. Knapp-Fisher and Messrs. E. E. Bird, P. D. Botterell, C.B.E., E. R. Cook, C.B.E., T. S. Curtis, E. F. Dent, A. G. Gibson, C. G. May, H. A. H. Newington, H. F. Plant, F. L. Steward (Wolverhampton), A. B. Urmston (Maidstone) and H. White (Winchester). £1,255 was distributed in grants of relief; thirteen new members were admitted; Mr. Richard Farmer (Chester) was elected as a director, and other general business transacted.

Rules and Orders.

HOUSING, ENGLAND.

THE MINISTRY OF HEALTH (RATE OF INTEREST) AMENDMENT ORDER, 1931, DATED NOVEMBER 21, 1931, MADE BY THE MINISTER OF HEALTH, WITH THE APPROVAL OF THE TREASURY, UNDER SECTION 5 OF THE HOUSING ACT, 1921 (11 & 12 GEO. 5, c. 19).

75,889.

The Minister of Health in pursuance of the powers conferred on him by section 5 of the Housing Act, 1921, and of all other powers enabling him in that behalf, with the approval of the Treasury hereby orders as follows:—

1. This order may be cited as the Ministry of Health (Rate of Interest) Amendment Order, 1931.

2. The rate of interest on advances made on or after the date of this order under section 1 of the Small Dwellings (Acquisition) Act, 1899,(*a*) shall be five and a quarter per cent. per annum and the provisions of the Ministry of Health (Rates of Interest) Order, 1921,(*b*) the Ministry of Health (Rates of Interest) Amendment Order (No. 2), 1922,(*c*) the Ministry of Health (Rate of Interest) Amendment Order, 1923,(*d*) the Ministry of Health (Rate of Interest) Amendment Order, 1926,(*e*) the Ministry of Health (Rate of Interest) Amendment Order, 1929 (*f*) the Ministry of Health (Rate of Interest) Amendment Order, 1930, (*g*) and the Ministry of Health (Rate of Interest) Amendment Order (No. 2), 1930,(*h*) relating to the rate of interest on advances under that Act shall be modified and have effect accordingly.

3. The order specified in the schedule hereto is hereby revoked, but nothing in this order shall affect the rate of interest on any advance made by a local authority before the date of this order.

Schedule.

The Leyton &c. (Rates of Interest) Order, 1931.(*i*)
The Merton and Morden (Rate of Interest) Order, 1931.(*j*)

Given under the official seal of the Minister of Health this Twenty-first day of November, nineteen hundred and thirty-one.

H. W. S. Francis,
(L.S.) Assistant Secretary,
Ministry of Health.

We approve this Order.

A. M. Hudson,
Walter J. Womersley,
Two of the Lords Commissioners of His Majesty's Treasury.

(*a*) 62–3 V. c. 44.
(*b*) S.R. & O. 1921 (No. 1385) p. 309.
(*c*) S.R. & O. 1922 (No. 1326) p. 439.
(*d*) S.R. & O. 1923 (No. 940) p. 362.
(*e*) S.R. & O. 1926 (No. 104) p. 633.
(*f*) S.R. & O. 1929 (No. 1025) p. 500.
(*g*) S.R. & O. 1930 No. 301.
(*h*) S.R. & O. 1930 (No. 1081) p. 618.
(*i*) S.R. & O. 1931, No. 400 (not printed in the S.R. & O. series).
(*j*) S.R. & O. 1931, No. 565 (not printed in the S.R. & O. series).

Legal Notes and News.

Honours and Appointments.

The King has been pleased to appoint The Right Hon. Sir HOWARD KINGSLEY WOOD, Knight, Solicitor to the Office of His Majesty's Postmaster-General.

The King has been pleased to appoint Mr. EDWARD LESLIE BURGIN, LL.D., M.P., solicitor, to be one of the Charity Commissioners for England and Wales.

The Most Rev. THE ARCHBISHOP OF CANTERBURY has been elected an Honorary Bencher of the Inner Temple.

Sir LANCELOT SANDERSON, K.C., has been elected Treasurer of the Inner Temple for the ensuing year.

Sir EDWARD WILLIAM HANSELL, K.C., has been elected Reader to the Inner Temple for the Lent Vacation.

Professional Announcements.

(2s. per line.)

Dr. THEODOR LERS, German Advocate, who has been practising in London for upwards of 30 years, has resumed his practice as an expert on German Law and translator to the legal profession, at 45, Great Marlborough-street, W.1. Telephone: Gerrard 1664.

Mr. JUSTICE McCARDIE ON STERILIZATION.

Mr. Justice McCardie, at Leeds Assizes on Thursday said that the country was under one horrible curse that could never be removed until the sterilisation of mentally defective women was made compulsory.

He was considering a case in which a man of twenty years had pleaded "Guilty" to an offence against his mentally defective sister, who was now expecting to give birth to a child, and who, two years ago, had given birth to an illegitimate child.

After stating that it was high time that inquiry should be made into the question of child-bearing by mentally defective women, the judge said that in one case which came before him there was a mentally defective woman who had had nine mentally defective children, of whom seven were girls, and of these four had, in their turn, given birth to mentally defective children. And so the horrible curse went on. Many people were too delicate, or prided themselves upon being too delicate, to mention such things, or they had not the courage to face the realities, but the time would come, and soon, he hoped, when the nation would be forced to take measures to combat this evil. He hoped that the public would see how terrible the evil was, and would have the courage to insist upon the sterilisation of all mentally defective women. It was inevitably the case that mentally defective mothers always bred mentally defective children. It was an indisputable fact, he added, that such women were filled with animal passion.

Without further comment the judge sentenced the accused man to six months' imprisonment.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
M'nd'y Dec. 14	Mr. Blaker	Mr. Andrews	Mr.*Blaker	Mr. Hicks Beach
Tuesday .. 15	More	Jones	Jones	Blaker
Wednesday 16	Hicks Beach	Ritchie	*Hicks Beach	Jones
Thursday . 17	Andrews	Blaker	Blaker	Hicks Beach
Friday 18	Jones	More	*Jones	Blaker
Saturday .. 19	Ritchie	Hicks Beach	Hicks Beach	Jones

DATE	GROUP I. MR. JUSTICE BENNETT.	MR. JUSTICE CLAUSON.	GROUP II. MR. JUSTICE LUXMOORE.	MR. JUSTICE FARWELL.
M'nd'y Dec. 14	Mr.*Jones	Mr. Ritchie	Mr.*More	Mr. Andrews
Tuesday .. 15	*Hicks Beach	Andrews	*Ritchie	*More
Wednesday 16	*Blaker	More	*Andrews	Ritchie
Thursday . 17	Jones	Ritchie	More	*Andrews
Friday 18	Hicks Beach	Andrews	*Ritchie	More
Saturday .. 19	Blaker	More	Andrews	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (20th September, 1931) 6%. Next London Stock Exchange Settlement Thursday, 17th December, 1931.

	Middle Price 9 Dec. 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	79	5 1 3	—
Consols 2½%	51xd	4 18 0	—
War Loan 5% 1929-47	93	5 7 6	—
War Loan 4½% 1925-45	91	4 18 11	5 9 0
Funding 4% Loan 1960-90	79½	5 0 8	5 2 3
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	87	4 12 0	4 16 3
Conversion 5% Loan 1944-64	95	5 5 3	5 6 9
Conversion 4½% Loan 1940-44	89½	5 0 7	5 13 9
Conversion 3½% Loan 1961	69	5 1 5	—
Local Loans 3% Stock 1912 or after	58xd	5 3 5	—
Bank Stock	242	4 19 2	—
India 4½% 1950-55	70	6 8 7	—
India 3½%	48½xd	7 4 4	—
India 3%	40½xd	7 8 2	—
Sudan 4½% 1939-73	89½	5 0 7	5 2 3
Sudan 4% 1974	80½	4 19 5	5 2 3
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	82	3 13 2	4 5 6
Colonial Securities.			
Canada 3% 1938	86xd	3 9 9	5 12 3
Cape of Good Hope 4% 1916-36	92½	4 6 6	5 15 0
Cape of Good Hope 3½% 1929-49	75½xd	4 12 9	5 15 0
Ceylon 5% 1960-70	98½	5 1 6	5 1 6
Commonwealth of Australia 5% 1945-75	76½	6 10 9	6 12 6
Gold Coast 4½% 1956	89½xd	5 0 7	5 5 6
Jamaica 4½% 1941-71	91½	4 18 4	5 0 0
Natal 4% 1937	92	4 7 0	5 17 4
New South Wales 4½% 1935-45	66½xd	6 15 4	7 13 0
New South Wales 5% 1945-65	71½	6 19 9	7 4 0
New Zealand 4½% 1945	84½	5 6 6	6 5 6
New Zealand 5% 1946	92½xd	5 8 1	5 15 9
Nigeria 5% 1950-60	98½	5 1 6	5 2 0
Queensland 5% 1940-60	73	6 17 0	7 3 0
South Africa 5% 1945-75	93xd	5 7 6	5 8 6
South Australia 5% 1945-75	73½xd	6 12 5	6 15 0
Tasmania 5% 1945-75	77½	6 9 0	6 12 6
Victoria 5% 1945-75	75½xd	6 12 5	6 15 0
West Australia 5% 1945-75	77½	6 9 0	6 13 9
The prices of Stocks are in many cases nominal and dealings often a matter of negotiation.			
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	59½xd	5 0 10	—
Birmingham 5% 1946-56	98½	5 1 6	5 2 1
Cardiff 5% 1945-65	97½	5 2 7	5 3 3
Croydon 3% 1940-60	68½	4 7 7	5 2 6
Hastings 5% 1947-67	98½	5 1 6	5 2 0
Hull 3½% 1925-55	77	4 10 11	5 4 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	70½xd	4 19 3	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	49	5 2 0	—
London City 3% Consolidated Stock after 1920 at option of Corporation	58	5 3 5	—
Metropolitan Water Board 3% "A" 1963-2003	57½	5 4 4	—
Do. do. 3% "B" 1934-2003	58	5 3 5	—
Middlesex C.C. 3½% 1927-47	85½	4 1 10	4 16 0
Newcastle 3½% Irredeemable	72	4 17 3	—
Nottingham 3% Irredeemable	60	5 0 0	—
Stockton 5% 1946-66	99	5 1 0	5 1 3
Wolverhampton 5% 1946-56	98½	5 1 6	5 2 3
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	76	5 3 11	—
Gt. Western Railway 5% Rent Charge	91	5 9 11	—
Gt. Western Rly. 5% Preference	74½	6 14 3	—
L. & N.E. Rly. 4% Debenture	68	5 17 8	—
L. & N.E. Rly. 4% 1st Guaranteed	61½	6 10 1	—
L. & N.E. Rly. 4% 1st Preference	44½	8 19 9	—
L. Mid. & Scot. Rly. 4% Debenture	70½	5 13 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	62½	6 8 0	—
L. Mid. & Scot. Rly. 4% Preference	44½	8 19 9	—
Southern Railway 4% Debenture	70½	5 13 6	—
Southern Railway 5% Guaranteed	88	5 13 8	—
Southern Railway 5% Preference	65	7 13 10	—

THE LOCAL GOVERNMENT ACT, 1929.

RE-ARRANGEMENT OF COUNTY DISTRICTS

(Reprinted from "The Solicitors' Journal," 23rd May, 1931)

Price 4d. per copy (post free).

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RE LUCY WELCH and HARRY WELCH, deed —Will any Solicitor or other person having KNOWLEDGE of any WILL made by either of the above-named, late of Isabella Cottage, Lambourne End, Essex, who died on the 12th and 15th days of November, 1931, respectively, please COMMUNICATE with BREEZE, WYLES & RAGGETT, Solicitors, Ongar, Essex.

JOHANN DANIEL FRIEDRICH BRENDEL. Anyone able to supply information regarding the above-named, believed to be an Austrian subject, born on the 15th September, 1856, whose last known address was 11, Baron-street, Pentonville, London, and who was formerly connected with the Victoria Bazaar Company of London and Provinces, is requested to COMMUNICATE with Biddle, Thorne, Welsford & Gait, 22, Aldermanbury, E.C.2.

WILL Solicitor inquiring of a Mr. WILLIAM MARS COMMUNICATE with this office.—Box 897, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LADY BEATRICE MARY LE POLE JAMES, Deceased.—Will any person having knowledge of a Will executed in 1930 or 1931 by the above-named, late of Parkstone or Westmoors, Dorset, communicate with Mr. A. H. Thompson, Solicitor, 114, Old Christchurch-road, Bournemouth.

WILL any Relative of MARY WICKS, late of Stanford-in-the-Vale, Berks, widow, kindly APPLY to Bernard Haines, Solicitor, Faringdon, Berks?

REVD. JOHN MERRIN, decd.—Any person aware of the preparation or existence of a WILL of the Revd. JOHN MERRIN, Rector of Keighley, Yorkshire (who died on the 29th ulto.), is requested to COMMUNICATE with Messrs. Carter & Swallow, Solicitors, 61, Carey-street, Lincoln's Inn, W.C.2

MILES.—Will any Relatives of Rev. JOHN MILES, Vicar Holy Trinity, Paddington, died 1866-1870, COMMUNICATE Dr. Newham, Western House, Winslow, Bucks.

CLARA HEATH.—Will anyone possessing or knowing of any valid WILL of the above deceased, late of Guy's Cross, Warwick, COMMUNICATE with the undersigned at that address or at Nursteed, Devizes.—For next of kin, T. H. Thornely.

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MR. ALLAN CHAHEN (known also as JEAN CHAHEN), domiciliated in Geneva, died at Geneva in 1931. He is supposed to have deposits in an English Bank, probably in London. Any BANK or PERSON who can SUPPLY INFORMATION are requested to WRITE Mr. Lacroix, Notary, 1, Rue de la Tour, Geneva (Switzerland).

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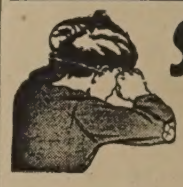

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